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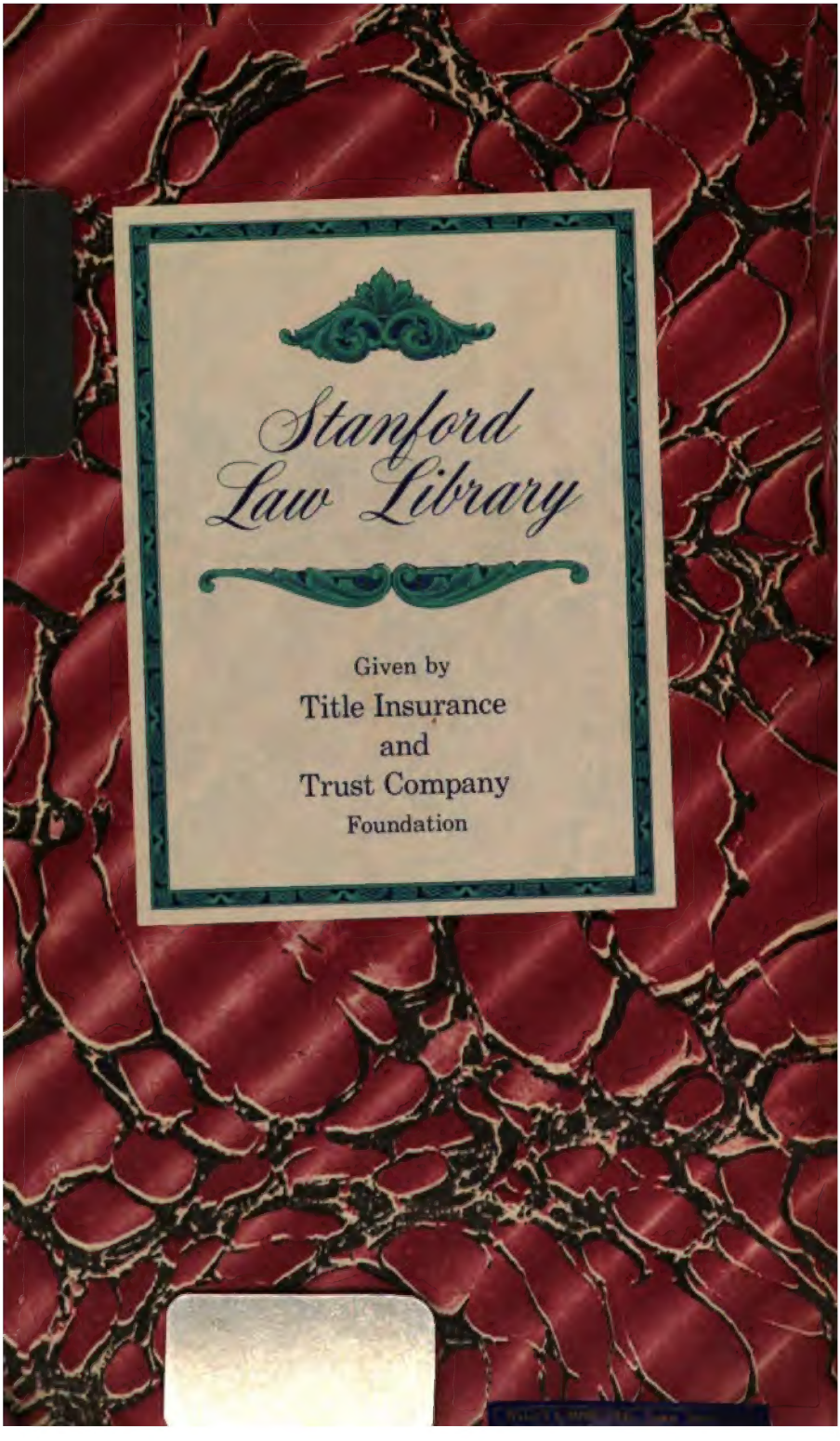
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COMPLETE BODY

OF

CONVEYANCING,

In THEORY and PRACTICE.

BY

EDWARD WOOD.

NEW EDITION, BEING THE SIXTH, REVISED AND CORRECTED;

WITH THE ADDITION OF

ORIGINAL PRECEDENTS, NOTES, REFERENCES, &c.

By JOHN JOSEPH POWELL,

OF THE MIDDLE TEMPLE, ESQ. BARRISTER AT LAW.

IN SIX VOLUMES.

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The

The Practice of Conveyancing.

Of Deeds of Gift.

THE word *gift* imports no more than the transferring of the property of a thing from one to another without a valuable conſideration.

A gift is of a larger extent than a feoffment, which is always applied to corporeal and immoveable things. For a gift is applied to things moveable or immoveable, as trees, cattle, houſhold-ſtuff, &c. the property whereof is and may be altered as well by gift as by ſale or grant.

And in this ſenſe a gift is ſometimes by *act of the party*, as when one man gives a thing to another.

And this is or may be either by *word* or by *writing*.

And ſometimes it is by *act of law*; as when a woman is *married* to a huſband, or one is made *executor* to another; in theſe caſes by the marriage only, or taking of the executorſhip, the law gives all the goods of the woman to the huſband, and of the teſtator to his executor.

So where one takes my goods as a treſpaſſer, and I recover damages for them upon a ſuit in law; in this caſe the law gives him the property of the goods, becauſe he has paid for them.

But the word *gift* is ſometimes taken more ſtrictly, and applied to a conveyance or paſſing of an eſtate of lands or tenements to another *(only)* in tail, wherein the word *dedi* is moſt commonly uſed.

And then he who gives the land is called the *donor*, and he to whom it is given the *donee*.

And this by the common law was for the moſt part by *deed*, though it might be by *parol*. But ſee the *ſtat.* 29 *Car.* 2. *c.* 3.

By the *ſtat.* 3 *H.* 7. *c.* 4. (reciting that oftentimes deeds of gift of goods and chattels had been made, to the intent to defraud creditors) it is enacted, that all deeds of gift of goods and chattels made or to be made of truſt, to the uſe of that perſon or perſons that made the ſame deed of gift, be void and of none effect. See the *ſtat.* 29 *Car.* 2. *c.* 3. & 13 *Eliz.* *c.* 5.

By giving all one's goods there ſeems to be a ſecret truſt and confidence, that the donee ſhall deal favourably with the donor in reſpect of his poverty, or permit him, or ſome other for his benefit or uſe, to be in poſſeſſion, &c.

And therefore when any gift ſhall be made in ſatisfaction of a debt, let it be made,

1. In a publick manner before neighbours, and not in private.

Dona clandeſtina ſunt ſemper ſuſpiciosa. 3 Co. 81.

Clauſulæ inconſuetæ ſemper inducunt ſuſpicionem. Ibid.

2. Let the goods and chattels be appraiſed to the full value, and the gift made in ſatisfaction of the debt.

3. After the gift, let the donee take poſſeſſion of them; for the continuance of the poſſeſſion in the donor is a ſign of a truſt. *Wood's Inſt. B. 2. c. 6.*

For more concerning theſe deeds of gifts of immoveable or moveable things, ſee title *Deed and Grant in toto*, wherein all the learning touching this matter is involved; for the words *gift* and *grant* are often confounded.

PRECEDENTS OF

Deeds of Gift.

Of Lands.

THIS Indenture, made the——day of——*Between A. B.* of—— of the one part, and *T. B.* of——*ſon of the ſaid A. B.* of the other part, *Witneſſeth*, that the ſaid *A. B.* for and in conſideration of the natural love and affection which he hath and beareth unto the ſaid *T. B. Hath* given, granted, aliened, infeoffed and confirmed, and by theſe preſents *Doth* give, &c. —— unto the ſaid *T. B.* his heirs and aſſigns, *All* that meſſuage or tenement, ſituate, &c. and all and ſingular houſes, edifices, buildings, barns, ſtables, courts, gardens, orchards, woods, underwoods, commons, common of paſture, ways, paths, paſſages, waters, water courſes, eaſements, profits, commodities, advantages, hereditaments and appurtenances whatſoever, to the ſaid meſſuage, or tenement, lands and premiſſes above mentioned, or any part thereof, belonging or in any ways, appertaining, or therewith commonly uſed, occupied or enjoyed, accepted, reputed, taken or known as part, parcel, or belonging of or to the ſame; and the reverſion or reverſions, remainder and remainders, rents and ſervices of all and ſingular the premiſſes; and alſo all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid *A. B.* of, in, and to the ſaid meſſuage, &c. and of, in, and to every part and parcel thereof, with their and every of their appurtenances, and all deeds, &c. *To have and to hold* the ſaid meſſuage, &c. and all and ſingular the premiſſes

premiſſes hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their appurtenances, unto the ſaid *T. B.* his heirs and aſſigns, to the only proper uſe and behoof of him the ſaid *T. B.* his heirs and aſſigns for ever: *And* the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant and with the ſaid *T. B.* his heirs and aſſigns, by theſe preſents, that the ſaid *T B.* his heirs and aſſigns, ſhall and lawfully may from henceforth for ever, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage or tenement, lands and premiſſes above mentioned to be hereby given and granted, with their and every of their appurtenances, clear and diſcharged, or well and ſufficiently ſaved and kept harmleſs, of and from all former and other gifts, grants, bargains, ſales, jointures, feoffments, leaſes, dowers, eſtates, entails, rentcharges, arrearages of rents, ſtatutes, judgments, recognizances, executions, and of and from all other titles, troubles, charges and incumbrances whatſoever, had, made, committed, done and ſuffered, or to be had, made, committed, done and ſuffered by him the ſaid *A. B.* his heirs, executors or adminiſtrators, or any other perſon or perſons lawfully claiming or to claim, by, from or under him, them, or any or either of them. *In Witneſs*, &c.

N. B. Livery and ſeiſin ſhould be given and indorſed.

Of Goods and Chattels conditionally.

KNOW, &c. that I *M. B.* of —— in conſideration of the natural love and affection which I have and bear to my nephew *F. S.* of —— for and towards the better ſupport and maintenance of him after my deceaſe, and for divers other, *&c. Have* given, granted, bargained, ſold, confirmed and by, *&c. Do*, *&c.* unto the ſaid *F. S. All* and every my plate, jewels, rings, watches, and all and ſingular my houſhold-goods, houſhold ſtuff and implements of houſhold, linen, bedding, braſs and pewter, and all other my goods and chattels whatſoever and whereſoever, and of what nature, ſort or kind ſoever; *To have and to hold* the ſaid plate, *&c.* and all and ſingular other the goods and chattels hereby granted, bargained and ſold, or mentioned, *&c.* and every part and parcel thereof, unto the ſaid *F. S.* his executors, adminiſtrators and aſſigns, as his and their own proper goods, chattels and effects, from henceforth for ever: *Provided always*, and upon this ſpecial truſt and confidence nevertheleſs, and upon this expreſs condition, that he the ſaid *F. S.* his executors, adminiſtrators and aſſigns, ſhall and do permit and ſuffer me the ſaid *M. B.* to uſe, keep and enjoy all and every the ſaid plate, *&c.* during my natural life, without paying or yielding any thing therefore, or in reſpect thereof, and not otherwiſe; *And* that, from and after my deceaſe, he the ſaid *F. S.* his executors, adminiſtrators or aſſigns, ſhall or lawfully may have, hold and enjoy the ſame, and every part and parcel thereof, and diſpoſe thereof, and convert the ſame to his and their own proper uſe and behoof, as he or they ſhall think fit. *In Witneſs*, &c.

Deed of Gift, by a Mother, of Debts due from her Children.

TO all to whom theſe preſents ſhall come, I *D. R.* of, *&c.* widow, ſend greeting. *Whereas* my ſon *H. R.* is now indebted to me in the ſum of 10 *l.* and my ſon in-law, *J. M.* is likewiſe indebted to me in the ſum of 9 *l.* and my ſon-in-law *J. G.* in the ſum of 7 *l.* and my ſon *J. R.* in the ſum of 4 *l.* all of good and lawful money of *Great Britain: Now know ye*, that I the ſaid *D. R.* for divers good cauſes and valuable conſiderations me hereunto moving, *Have* given, granted and releaſed, and by theſe preſents do, for me, my heirs, executors and adminiſtrators, give, grant and releaſe the ſeveral ſums before mentioned, to the ſeveral perſons hereinafter named, (that is to ſay) *To* my ſon *W. R.* the ſum of 4 *l.* of lawful money of *Great Britain*, to be paid by the ſaid *H. R.* and *J. M.* ſhare and ſhare alike, out of the ſeveral ſums now in their hands; *And* as to the remainder of the ſeveral ſums now in their hands, I do hereby give the ſame unto them the ſaid *H. R.* and *J. H.* and do hereby acquit, releaſe and diſcharge them the ſaid *H. R.* and *J. M.* their executors and adminiſtrators, of and from the ſame; *And* as for the ſum now due to me from my ſon-in-law *J. G.* I do hereby give the ſame unto *J.* his now wife, and do hereby acquit and diſcharge the ſaid *J. G* his heirs, executors and adminiſtrators, of and from the ſame; *And* as for the ſum now due to me from my ſaid ſon *J. R.* I do hereby give the ſame unto him, and do hereby acquit and diſcharge him my ſaid ſon *J. R.* his heirs, executors and adminiſtrators, of and from the ſame. *In Witneſs*, &c.

Deed of Gift by a Father to his Son, of his Houſe, Goods, Stock in Trade, &c. *The Son to pay the Father's Debt, and allow him an annual Sum, and on Default of Payment the Father to re-enter*, &c.

TO all to whom theſe preſents ſhall come, *T. H.* of, *&c.* glover, ſendeth greeting.—*Know ye*, that the ſaid *T. H.* as well for and in conſideration of the natural love and affection which he hath and beareth for and towards *S. H.* of, *&c.* aforeſaid, glover, his only ſon and heir apparent, as of the ſum of 40 *l.* by him the ſaid *S. H.* to be paid to *F. P.* gent. for and in diſcharge of a real and juſt debt to him due, and of the ſum of 10 *l.* to be alſo by him paid to *M. H* daughter of the ſaid *T. H* in lieu of the legacies had and received for her uſe, (by the ſaid *T. H.*) to her given and bequeathed by *W. H.* late of, *&c.* glazier, deceaſed, her late grandfather, and 10 *l.* more to her due for wages, and of the proviſoes, covenants and agreements, and other payments herein after mentioned to be by him the ſaid *S. H.* his executors or adminiſtrators, paid, done, obſerved and performed, and for divers other good and valuable cauſes and conſiderations him thereunto moving, *Hath* given, granted, bargained, ſold, releaſed and confirmed, and by theſe preſents *Doth* fully and abſolutely give, grant, bargain, ſell, releaſe and for ever confirm unto the ſaid *S H.* his executors, adminiſtrators and aſſigns, *All* his right, title, intereſt, property, claim and demand

demand whatſoever, of, in and to all that meſſuage, tenement, or dwelling-houſe and garden thereunto belonging and adjoining, ſituate, &c. now in the tenure and poſſeſſion of him the ſaid *T. H.* and alſo all and ſingular his houſhold goods, implements of houſhold and ſtock in trade of gloves, ſkins, and all and every other materials, utenſils, and implements belonging to the trade or occupation of a glover, and all his debts, rights, credits and perſonal eſtate whereof he is now poſſeſſed, or any ways intereſted in or entitled unto, of what nature or kind ſoever the ſame are, or whereſoever they be or may be found, as well in his poſſeſſion, or elſewhere, in the poſſeſſion, cuſtody or power of any other perſon or perſons whatſoever, with their and every of their rights, members and appurtenances, (one bed, bedſtead, and the appurtenances, now in the room over the kitchen, only excepted); *To have and to hold* the ſaid goods, houſhold-ſtuff, ſtock in trade, debts, rights and perſonal eſtate, and other the premiſſes aforeſaid, (except before excepted) with their and every of their rights, members and appurtenances, unto the ſaid *S. H.* his executors, adminiſtrators and aſſigns for ever, without rendering any accounts, or being therefore in any wiſe accountable to the ſaid *T. H.* his heirs, executors or adminiſtrators, for the ſame. *And* the ſaid *S. H.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *T. H.* his executors, adminiſtrators and aſſigns, and to and with every of them, by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid *S. H.* his heirs, executors and adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *F. P.* the ſaid principal ſum of 40 *l.* now to him owing the ſaid *T. H.* due by ſpecialty or otherwiſe, as by an account thereof ſtated on the day next before the day of the date hereof may appear; and to the ſaid *M. H.* the ſum of 10 *l.* for and in lieu of the legacy or legacies to her given and bequeathed by the laſt will and teſtament of the ſaid *W. H.* and by the ſaid *T. H.* for her already had and received, and the ſaid 10 *l.* for wages; and, at all times hereafter, free, diſcharge and keep harmleſs and indemnified the ſaid *T. H.* his executors and adminiſtrators, from the ſaid debt and legacies ſo due to the ſaid *F. P.* and *M. H.* and from all actions, ſuits and damages that may to him or them ariſe by reaſon of the non-payment thereof: *And moreover*, that he the ſaid *S. H.* his heirs, executors and adminiſtrators, or ſome or one of them, ſhall and will, yearly and every year during the term of the natural life of the ſaid *T. H.* by four quarterly payments, the firſt to begin at *Michaelmas* next, well and truly pay or cauſe to be paid unto the ſaid *T. H.* or his aſſigns, the ſum of 3 *l.* for and towards his ſupport or maintenance, or to find or provide for him ſufficient meat, drink, waſhing and lodging, fitting his degree and quality, at the choice and election of the ſaid *T. H.* *Provided always*, and upon this condition, and it is the true intent and meaning of theſe preſents, that if the ſaid *S. H.* his heirs, executors and adminiſtrators, ſhall neglect and refuſe to pay the ſaid two ſeveral ſums, according to his covenant above mentioned for payment thereof to the ſaid *F. P.* and *M. H.* or if the ſaid *T. H.* ſhall happen to be ſued, arreſted or proſecuted for the ſame, or either of them, or any part thereof, or if the ſaid *S. H.* his heirs, executors and adminiſtrators, ſhall neglect or refuſe to pay the ſaid 3 *l.* yearly, (in manner as the ſame is above ſpecified to be paid) or find and provide for the ſaid *T. H.* meat, drink, waſhing and lodging, ſufficient for

The ſon's covenant with his father to pay debts,

and allow his father an annual ſum towards his maintenance.

On failure of payment the father may re-enter, &c.

for and befitting him; that then in all, any or either of the caſes aforeſaid, it ſhall and may be lawful to and for the ſaid *T. H.* into all and ſingular the premiſſes hereby granted to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in his or their former eſtate or eſtates; any thing, &c. *In Witneſs*, &c.

A Gift of ſmall Debts ſome in Part of Gratuity for Maintenance.

TO all Perſons to whom, &c I. *A. E.* of, &c. widow, ſend greeting. *Whereas W. W.* of, &c. and *H. M.* of, &c are now indebted to me the ſaid *A.* for rent, or otherwiſe, in the ſum of 8 *l.* or thereabouts: *And Whereas* my nephew *J. L.* of, &c. doth now, and for ſome time paſt hath lodged, boarded and provided me with all proper neceſſaries: *Now* I the ſaid *A. E* in part of ſatisfaction for ſuch his maintenance of me, and in conſideration that the ſaid *J. L.* hath promiſed to provide for me during my life, and bury me when dead, and alſo for the natural love which I have for my ſaid nephew, and alſo in conſideration of 5 *s.* to me in hand paid by him the ſaid *J. L.* I the ſaid *A. E. have*, and by theſe preſents *Do* abſolutely give, grant, bargain, ſell, aſſign and confirm unto him the ſaid *J. L. All* and every the ſum and ſums of money whatſoever which now are or at any time hereafter ſhall become due or payable to me the ſaid *A.* as well from the ſaid *W. W.* and *H. M.* or either of them, as alſo of or from any other perſon or perſons, whomſoever, for or on account of rent, or otherwiſe howſoever, as likewiſe all and every my goods, chattels, perſonal and other eſtate whatſoever and whereſoever, which I now or at any time hereafter ſhall be poſſeſſed of, or any ways entitled unto, in any manner howſoever; *To have, hold*, receive, take and enjoy all and ſingular the herein before granted premiſſes, unto and to the uſe of the ſaid *J. L.* his executors and aſſigns, from henceforth for ever. *And* for the further, &c. *(Letter of Attorney to receive the money). In Witneſs*, &c.

A ſpecial Deed of Gift and Bill of Sale of a Perſon's whole Eſtate, upon Truſt for the Donor for Life, and after her Deceaſe, to the Donee, with a Proviſo of Revocation.

THIS Indenture Tripartite, &c. *Between* the Right Honourable *A.* Counteſs of *D* and *M.* (relict of the late Right Honourable *C.* Earl of *D.* and *M.* deceaſed) of the firſt part, Sir *J. C.* of, &c. Gent. of the ſecond part, and *J. R.* of, &c. ſpinſter, (ſiſter of the ſaid *A.* Counteſs of *D.* and *M*) of the third part, *Witneſſeth*, that the ſaid Counteſs of *D.* and *M.* as well for the love and affection ſhe hath and beareth to the ſaid *J. R.* and for ſettling and aſſuring the premiſſes herein after mentioned, upon the truſts hereafter mentioned, and in conſideration of 5 *s.* of, &c. to her the ſaid Counteſs in hand paid by the ſaid Sir *J. C.* and *T. C.* at, &c. the receipt, &c. ſhe the ſaid *A.* Counteſs of *D. Hath* given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents *Doth* give, &c. unto the ſaid Sir *J. C.* and *T. C.* their

their executors, adminiſtrators and aſſigns, *all* and ſingular the meſſuages, houſes, rents, houſhold goods, plate, linen, woollen, jewels, rights, titles, and all other the goods and chattels whatſoever, either real or perſonal, of her the ſaid Counteſs of *D.* and *M.* whereof ſhe is poſſeſſed, intereſted in or entitled unto; and all the eſtate, right, title, intereſt, property, challenge, claim and demand whatſoever of her the ſaid *A.* Counteſs of *D.* and *M.* of, in or to the ſame, or any part or parcel thereof; *To have and to hold* the ſaid meſſuages, houſes, rents, and other the chattels real hereby granted, or intended ſo to be, unto the ſaid Sir *J. C.* and *T. C.* their executors, adminiſtrators and aſſigns, from the day of the date hereof, for and during all ſuch eſtate and eſtates, time and terms, as ſhe the ſaid *A* Counteſs of *D* and *M.* now hath lawfully therein, or is intereſted in or intitled unto, fully to be compleat and ended, in truſt as is hereafter mentioned; *And to have and to hold* the ſaid houſhold goods, plate, linen, woollen, jewels, and all other the perſonal eſtate hereby granted, or intended to be granted, unto the ſaid Sir *J. C* and *T. C.* their executors, adminiſtrators and aſſigns from henceforth, as and for their own proper goods and chattels for ever, *In Truſt* as is herein after mentioned, (that is to ſay) in truſt and confidence that they the ſaid Sir *J C.* and *T. C.* their executors, adminiſtrators and aſſigns, ſhall permit and ſuffer the ſaid *A* Counteſs of *D.* and *M.* and her aſſigns, to hold and enjoy the ſaid meſſuages, houſes, rents and real eſtate, and take the profits thereof to her and their own uſe, and to have the free uſe and enjoyment of the ſaid perſonal eſtate hereby granted, for ſo long time and term as ſhe the ſaid *A.* Counteſs of *D.* and *M.* ſhall live; and from and immediately after her deceaſe, in truſt and for the ſaid *J. R.* her executors, adminiſtrators and aſſigns, and for her and their own proper uſe and behoof, and to and upon no other truſt whatſoever: *And* the ſaid *A.* Counteſs of *D* and *M.* all and ſingular the ſaid hereby granted premiſſes, to the ſaid Sir *J. C.* and *T. C.* their executors, adminiſtrators and aſſigns, againſt her the ſaid *A.* Counteſs of *D.* and *M* and all perſons claiming under her, ſhall and will warrant and defend by theſe preſents. *Provided nevertheleſs*, that it ſhall and may be lawful for the ſaid *A.* Counteſs of *D.* and *M.* at any time hereafter, by writing under her hand and ſeal, atteſted by two witneſſes ſubſcribing their names as ſuch thereto, to revoke and make void theſe preſents; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

Deed of Gift from a Father of his Perſonal Eſtate to two Truſtees, in Truſt for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS Indenture, made, &c. *Between* the Reverend *W. S.* of, *&c.* of the one part, and *T. S.* of, *&c.* and *R. G.* of, *&c* (two truſtees nominated by the ſaid *W. S* for the intents and purpoſes herein after mentioned) on the other part, *Witneſſeth*, that for and in conſideration of the natural love and affection which he the ſaid *W. S.* hath for and beareth to his daughter and only child *A. M. S.* and to the intent to make ſome proviſion for her education and maintenance, and for her future ſupport and advancement in the world, and for the ſum of 5 *s.* now paid

paid to him by the ſaid *T. S.* and *R. G.* the receipt whereof is by him hereby acknowledged, and for divers other good cauſes and valuable conſiderations him thereunto eſpecially moving, *he* the ſaid *W. S.* hath given and granted, and by theſe preſents *Doth* fully and abſolutely give and grant unto them the ſaid *T. S.* and *R. G.* *All* the ready monies, plate, rings, jewels, debts, ſtock of corn, grain, hay, utenſils, and implements of huſbandry, houſhold goods and furniture, and all other the ſtock, as well quick as dead, and all other the goods, chattels and eſtate whatſoever and whereſoever, and of what nature or kind ſoever, which he the ſaid *W. S.* at the time of his death ſhall be poſſeſſed of, or any way entitled unto; and all the right, title, intereſt, property, claim and demand whatſoever, either at law or in equity, of him the ſaid *W. S.* of, in or to the ſaid premiſſes, and every part thereof; *To have*, hold, receive, take and enjoy all and ſingular the ſaid hereby given and granted premiſſes, unto and to the uſe of the ſaid *T. S* and *R. G.* their executors, adminiſtrators and aſſigns, from the day of the death of the ſaid *W. S.* *As* and for their own proper goods and chattels for evermore. *And* to which they are hereby intended to have a legal right and property, *And* that in as full, large, ample and beneficial manner, to all intents and purpoſes whatſoever, as he the ſaid *W. S.* or his executors or adminiſtrators, could or might have had, held, received or enjoyed the ſame, if theſe preſents had not been made; *Together* with full power for them the ſaid truſtees to bring any action or ſuit for the recovery and receipt of the ſaid premiſſes, and to give ſufficient diſcharges for the ſame or any part thereof; *Nevertheleſs in Truſt* for the ſaid *A. M. S.* and other purpoſes, in ſuch manner as herein after mentioned. *And* the ſaid *W. S.* for himſelf, his executors and adminiſtrators, all and ſingular the ſaid hereby given and granted goods, chattels, ſtock and premiſſes, unto them the ſaid *T. S.* and *R C.* their executors, adminiſtrators and aſſigns, ſhall and will warrant and for ever defend againſt all perſons by theſe preſents: *And* it is hereby agreed and declared by and between all the parties to theſe preſents, that the gift hereby made of the ſaid granted premiſſes unto them the ſaid truſtees, was and is to them ſo made, upon the ſeveral truſts, intents and purpoſes, and ſubject to the ſeveral proviſoes herein after mentioned and declared of and concerning the ſame, *viz* *Upon this ſpecial Truſt*, that they the ſaid truſtees, the ſaid *T. S.* and *R G* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do, as ſoon as conveniently may be after the death of the ſaid *W. S* abſolutely ſell and diſpoſe of all and ſingular ſuch part of the ſaid hereby granted premiſſes as are ſaleable, unto ſuch perſon or perſons, in the beſt manner and for the moſt monies that can be had or gotten for the ſame; *And* from and immediately after ſuch ſale, then upon this further truſt, that they the ſaid truſtees, by and out of ſuch money as the ſaid *W. S* ſhall leave at his death, or by and out of the monies ariſing by ſuch ſale, ſhall and do in the firſt place pay the funeral expences of the ſaid *W. S.* and all ſuch juſt debts as he ſhall owe at the time of his death; *And* from and after payment thereof, and ſubject thereunto, then upon this further truſt, that they the ſaid truſtees, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall and do, as ſoon as may be after the death of the ſaid *W. S.* and of ſuch ſale to be ſo made of the ſaid premiſſes as aforeſaid, put and place out as well the monies ariſing by ſuch ſale, or the ſurplus thereof as alſo the whole or reſidue of ſuch monies as the

ſaid

ſaid *W. S.* ſhall leave at his death, either in ſome publick bank-ſtock or land, or elſe upon one or more good and ſufficient ſecurities, either real or perſonal, with full power for them the ſaid truſtees at any time thenceforth to call in, remove and new-place out the ſaid monies, or any part thereof, in ſuch manner as they in their diſcretion ſhall think fit: *And upon this further ſpecial Truſt*, that they the ſaid truſtees, or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall and do well and truly apply and pay all the intereſt and produce to ariſe or be had and made of the ſurplus and reſidue of the ſame monies, to and for the education, maintenance, cloathing, and only uſe and benefit of her the ſaid *A. M. S.* until her age of 21 years or day of marriage, which ſhall firſt happen: and from and after ſuch her age or marriage, *Then upon this further Truſt*, that they the ſaid truſtees or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall and do pay or aſſign all the ſame monies or all ſecurities then taken for the ſame, unto the ſaid *A. M. S.* or to ſuch perſon or perſons as ſhe by any writing ſhall direct or appoint; and in caſe of her death before ſuch her age or marriage, *Then and in ſuch Caſe in Truſt*, and to and for the only uſe and benefit of *A. S.* (mother of the ſaid *A. M. S.*) her executors, adminiſtrators and aſſigns, and to, for and upon no other truſt, uſe, intent or purpoſe whatſoever. *Provided always*, and it is hereby agreed and declared to be the true intent and meaning of theſe preſents, that it ſhall and may be lawful to and for the ſaid truſtees, in the firſt place, to retain and reimburſe to themſelves, out of the ſaid truſt-monies, all ſuch coſts, charges and damages, which they, either or any of them, ſhall or may pay, expend, ſuſtain or be put unto in the execution or management of the truſts hereby in them repoſed; *And* that they the ſaid truſtees, or either of them, or the adminiſtrators or aſſigns of either of them, ſhall not be anſwerable or liable the one for the other, or for the acts, payments, receipts or defaults of the other of them, but each for himſelf only, and only for what he or they ſhall actually and reſpectively receive, and no more; and that they ſhall not be anſwerable for the loſs of any monies that ſhall or may happen, unleſs it be by or through their wilful neglect or default. *Provided alſo and laſtly*, it is hereby further agreed and declared by and between all the ſaid parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *W. S.* at any time or times hereafter during his life, by any deed or writing to be by him ſealed and executed in the preſence of two or more credible witneſſes, or by his laſt will and teſtament in writing, to be by him ſigned, ſealed and publiſhed in the preſence of three or more credible witneſſes, to revoke, annul, alter or make void theſe preſents, or all or any of the truſts herein before declared of or concerning all or any part of the ſaid premiſſes; *And* by the ſame, or any other deed or writing, or laſt will and teſtament in writing ſo reſpectively ſigned, ſealed, executed and publiſhed as aforeſaid, to declare or appoint any further or other truſt whatſoever touching or concerning the ſame premiſſes, or any part thereof as he the ſaid *W. S.* ſhall think fit; any thing, *&c.* *In Witneſs* &c.

Of Grants.

(A) *Grants what, and Grantor and Grantee who.*

THE word *grant*, taken largely, is where any thing is granted or paſſed from one to another. And in this ſenſe it comprehends feoffments, bargains and ſales, gifts, leaſes, charges, and the like; for he that gives or ſells grants alſo. In this caſe it is ſometimes in writing or by *deed*, and ſometimes by *word* without writing.

But a grant in a ſtricter ſenſe and properly is a conveyance in writing of ſuch an incorporeal thing as lies in *grant*, and not in *livery*, and which cannot paſs by word only without deed. Or it is the grant of ſuch perſons as cannot paſs any thing from them but by deed, as the king, bodies corporate, *&c.* And although it may be made by other words, yet it is moſt commonly made by the word *grant*, as being proper to the purpoſe. *Co. Lit.* 172, 332. *a. Finch's Law* 29.

Amongſt hereditaments, ſome are ſuch as are to lie in livery, *i. e.* ſuch as whereof livery of ſeiſin may be made, as manors, houſes, lands, *&c.* And ſome are ſuch as do not lie in livery, *i. e.* whereof no livery of ſeiſin can or need to be made, but they paſs by the delivery of the deed without any more; and of this ſort are rents, reverſions, ſervices, advowſons in groſs, and the like; which things cannot paſs from man to man without deed or matter of record, which is of a higher nature than a deed. *Co. Lit.* 49.

He who makes a grant is called the *grantor*, and he to whom it is made is called the *grantee*.

(B) *Kinds of Grants.*

SOME grants are of the land or ſoil itſelf, and ſome are of ſome profit to be taken out of or from the ſoil, as rent, common, *&c.*

And ſome are of goods and chattels, and ſome are of other things, as authorities, elections, *&c.*

And they are made ſometimes by matter of record, and ſometimes by *deed* or writing in the country, and ſometimes by *word* without either.

Some grants alſo tend to charge the grantor with ſomething he was not charged with before, and ſome to paſs ſomething out of him to the grantee; and ſome tend to diſcharge the grantee of ſomething wherewith he was charged or chargeable before, and whereof he is now hereby diſcharged.

(C) *What Grants muſt (or may not) be by Deed in Writing.*

BY the *ſtat.* 29 *Car.* 2. *c.* 3. No leaſes, eſtates or intereſts, either of freehold or terms of years, or any uncertain intereſt, not being

being copyhold or cuſtomary intereſt, of, in, to or out of any meſſuages, manors, lands, tenements or hereditaments, ſhall at any time be aſſigned, granted or ſurrendered, unleſs it be by deed or note in writing, ſigned by the grantor, &c. or their agents, lawfully authorized by writing, or is act and operation of law.

Before this ſtatute the common law ſtood thus as to what grants ſhould be deed, or might be by word; and the ſame laws, as far as they are not within the ſame ſtatute, ſtill remain in force. Corporations.

By the common law corporations, as dean and chapter, mayor and commonalty, and ſuch like, regularly can neither grant lands, goods or chattels, but it muſt be by deed.

But the grantees of ſuch perſons, and all other common perſons, might (before the *ſtat.* 29 *Car.* 2. *c.* 3.) grant or give any thing which lay in livery, as manors, houſes, lands, and ſuch things, in fee-ſimple, fee-tail, for life, for years, or at will, by word without deed.

And if a leaſe was made of any ſuch thing for life or years, with a remainder over in fee ſimple, fee-tail or for life; it was good, although it were by word without any deed in writing. *Perk.* § 64. 4 *H.* 7. 17. *Plow.* 150. 16 *H* 7. 3. *Lit.* § 60.

And ſuch things as are ſaid to lie in grant and not in livery, could not be granted or given, had or taken without deed, unleſs it were in ſome ſpecial caſes.

And therefore rents and ſervices, and ſuch things which are in groſs, and not incident to ſome other thing, may not be granted without a deed; and therefore if a rent-charge be granted unto me for years, I may not grant this rent over without deed. And if there be lord and tenant of arable land by fealty, and the ſervice of yielding the tenth ſheaf of corn before it be ſowed; the lord cannot grant this ſervice for years without deed. Rents, ſervices, &c.

But if a rent, or any ſervice be parcel of or incident to a manor, or any other thing which is grantable without deed; in this caſe by the grant of the principal by word this thing might paſs belonging thereunto, without any deed.

Alſo rents or ſervices might be granted upon a partition by one coparcener to another without deed. *Co. Lit.* 49. *Dyer* 439. *Perk.* § 60, 61, 63. *Bro. Grant.* 59

A reverſion could not be granted in fee-ſimple, fee tail, for life or years without deed, unleſs it be in caſe where it is parcel of a manor. Reverſion, or remainder.

But a reverſion might be granted upon a partition by one coparcener to another without any deed. And the ſame law was of a remainder. And therefore if one made a leaſe for life or years to one, the remainder in fee ſimple, fee-tail or for life to another without deed; howſoever this was a good remainder in the firſt creation without deed, yet this remainder could not be granted over without deed. *Perk* § 61. *Dyer* 374 *Plow.* 433. *Bro. Grant.* 104.

A parſonage or rectory, although it conſiſted of nothing but tithes, and the like, beſides the church-yard, and had no houſe nor glebe belonging to it, yet it might be granted *without* deed in fee-ſimple for life or years, and then the tithes and offerings would paſs as incident. Advowſon, tithes, &c.

But the tithes alone, or a portion of tithes, oblations, mortuaries or obventions, were not grantable by themſelves without deed. 15. *H.* 7. 8. 16 *H.* 7. 2. 19 *H.* 8. 12. 21. *H.* 6. 43.

And

And therefore a leaſe parol of tithes, although it was but for years, was not good.

And if the parſon agreed with one of his pariſhioners that he ſhould have his own tithes; this was not a good grant of the tithes, neither might it be pleaded or uſed ſo, but perhaps by way of agreement a pariſhioner might retain his tithes. 36 *El. B. R.*

And if a leſſee for years of tithes will grant it over to another at will only, it could not be done without deed, as was held by baron *Denham*, 2 *Car.* at *Sarum* aſſizes.

And yet it was held, that a parſon might grant his tithes from year to year to him that was ſo pay them, without any deed; but this was by way of retainer. *Mic.* 8 *Jac.* Dr. *Longworth's* caſe.

But this grant or agreement might be made to and with the party himſelf that was to pay the tithes, and not with another: neither could this intereſt be aſſigned, or a ſtranger take advantage of it, as hath been agreed in the caſe of *Hawkes* and *Brajield*, *Paſch.* 3 *Jac. B. R.*

And an advowſon in groſs could not be granted without deed; even the grantee of the grantee of an advowſon is to ſhew both the deeds.

But an advowſon was grantable upon a partition between coparceners without deed.

And an advowſon incident to a manor or piece of land was grantable with the manor or land without any deed.

The next avoidance to a church was not grantable without deed. 21 *Ed.* 3. 38. 11 *H.* 4. 3 *Dyer* 23, 10 *Co.* 1. *Plow.* 150. 9 *Ed.* 4 47.

Common of paſture, &c.

Common of paſture, eſtovers, turbary, fiſhing, &c. could not be granted in fee-ſimple, fee-tail, for life or years, unleſs it be in caſe of partition, or of appendancy, as incident to ſome corporeal thing without deed.

And therefore if a man granted by word of mouth to me common for twenty beaſts in his manor; this would not be good.

Neither if it was granted to me by deed, might I grant this over to another without deed.

But if a man had common of paſture appendant or appurtenant to his land; in this caſe he might grant his land with the common appendant by word only without any deed. *Perk.* § 61.

Franchiſes, &c.

Franchiſes, as fairs, markets, courts, warrens, and the like, or other profits, thereof, were not grantable without deed.

Hundred.

But a hundred was grantable without deed, for there is *liberum tenementum.*

The profits of a mill, country, ferry, corrody, or the like, were not grantable without deed 15 *H.* 7, 8.

Things in action, &c.

Things in action, as a right or title of action that only depends in action, and things of that nature, as rights and titles of entry to any real or perſonal thing, are not grantable at all but by way of releaſe to the tenant of the land, &c. by which means it may be extinguiſhed: but this neither may not be without deed.

And therefore if a man takes my goods as a treſpaſſer, or I deliver him my goods to keep, and after I will give theſe goods to him, I cannot do this without deed. 6 *H.* 7. 9. *Dyer* 91, 126. *Doct. & Stud.* 16.

An election, condition, covenant, aſſent, licence or liberty, cannot be

be created and annexed to an eſtate of inheritance or freehold without deed. *Dyer* 281.

A privilege to hold land for life without impeachment of waſte, is not grantable wout deed.

Offices for the moſt part are not grantable without deed.

And yet ſome inferior offices, as ſtewards, bailiffs, and the like, are; for ſuch officers a lord of a manor may retain by word without deed. 9*a*. 9. Offices.

Moſt chattels real and perſonal might be given and granted without deed. Chattels.

And therefore if a man by word of mouth granted, gave or ſold me his *leaſe for years*, the *wardſhip* of body and land, or the wardſhip of land that he had by reaſon of a tenure by knight's ſervice, or by grant from the king, or granted or ſold me trees ſtanding upon his ground, the corn growing upon his land, his horſe, ſword, plate, or other houſhold ſtuff; this is a good grant or gift. But the wardſhip of the body of an heir only, cannot be granted without.

So a next preſentation cannot be granted without deed. *Perk.* § 57, &c. *Bro. Donne* 1. *Dyer* 10. 5 *H.* 7. 35, 36. *Plow.* 150.

(D) *Things neceſſary to every good Grant.*

REgularly theſe things are requiſite in every good grant or gift:

1. That there be a *grantor*, donor, &c. and that he be a perſon able to grant, and not diſabled by any legal or natural impediment.

2. That there be a *grantee*, donee, (*a*) &c. and that he be a perſon capable of the thing granted, and not diſabled to receive it.

3. That there be a *thing* granted; and that the thing be ſuch a thing as is grantable.

4. That it be granted in that order and manner the law requires: as where the thing is not grantable without deed, that it be done by deed. (*b*)

And if it be done by deed, that the deed have apt words to deſcribe and ſet forth the perſon of the grantor and grantee, and thing granted, &c. and that all neceſſary circumſtances, as ſealing and delivery, and livery of ſeiſin, and attornment, where it is needful, be obſerved.

5. That there be an agreement to and acceptance of the grant or thing granted by him to whom it is made, and for default in either of theſe particulars a grant may be void.

In acquirendo rerum dominio, ſcilicet quod donationes non valent, licet ſui inceptæ, niſi ſint perfectæ.

(*a*) A grant to *J. S.* or *J. N.* is bad for the uncertainty although it be declared to *J. S.* for the delivery of the deed cannot make a void grant good or take effect.

(*b*) A thing that cannot begin without deed, may not be granted without deed; as a rent charge, fair, &c.

Part

But if grants be very ancient, and things granted have been enjoyed according to the grant ever ſince the making of it; in this caſe the grant may be good notwithſtanding ſome legal defect in ſome of theſe particulars. *Co.* 73. *Plow.* 555. *Perk.* § 1. *Bro. Grant* 89. *Supra Vol.* 1.

(E) *Who may be a Grantor.*

TWO things are requiſite relative to the grantor:

Firſt, That the grantor be a perſon able to grant.

Secondly, That if the grant be by deed, the grantor be ſufficiently deſcribed and ſet forth, either by his proper name, or elſe by ſome other matter of diſtinction.

Note therefore, that whoſoever may be a feoffor, may be a grantor.

Natural or politick bodies.

And any *natural*, *politick*, or *corporate body* (not prohibited by law, as monk, friar, woman covert, infant, and ſuch like) may be grantor, donor, *&c.* and the grants of ſuch perſons will be good. *Perk.* § 3.

Alien.

An alien may and is able to grant or give any thing that he is capable to have or take by grant or gift.

Perſon attaint or outlawed.

A perſon attainted of treaſon or felony may give or grant his land; and this is good againſt all others beſides the king and the lord of whom his land is held.

And he may grant and give his goods to relieve himſelf in priſon; and this will be good againſt all other, and the king and lord alſo.

A perſon outlawed in a perſonal action, may give or grant his goods or chattels, and the gift or grant will be good againſt all others but the king. *Perk.* § 26.

Feme covert.

The queen may, without the agreement of the king, make grants, gifts, *&c.* of her lands or goods: but another woman that has a huſband cannot give or grant her lands or goods without her huſband's conſent, unleſs it be in ſome ſpecial caſes.

And although ſhe recites by the deed that ſhe is ſole and not covert, yet this will not help.

And if the caſe be ſo, that by agreement between her and her huſband there be a certain portion of her huſband's lands or goods allotted unto her to diſpoſe of and manage at her pleaſure, yet ſhe alone without her huſband can make no good grant or gift of any part of theſe lands or goods.

But if ſhe grants any thing by fine, and the huſband does not avoid it during the coverture; this grant will bind her after his death.

And if ſhe makes a gift or grant of her huſband's goods, it is thought this is not good until her huſband agrees to it. *Co. Lit.* 3. *Perk.* § 8, 20, 41.

Infant.

An infant cannot make any gift or grant, *&c.* that is good but in ſpecial caſes: for if he makes any grant or gift that takes effect by the delivery of the deed only; as if he grants a rent-charge out of his land, or makes a feoffment with a letter of attorney, or gives livery of ſeiſin,

or

or gives or ſells his horſe, and the buyer or donee takes him himſelf; theſe are void *ab initio*. *(a)*

And if the grant or gift takes effect by the delivery of his own hand; as if he makes a feoffment, and gives livery of ſeiſin himſelf, or ſells a horſe and delivers him with his own hands; this is voidable by the infant himſelf, or others that ſhall have his right, &c.

But if an infant grants any thing by fine; this muſt be avoided during his minority, or elſe it cannot be avoided at all. 9 *H.* 7. 24. 26 *Ed.* 2. *Perk.* § 12, 13, 14, 19. 7 *H.* 4. 5.

All grants that are made by dureſs, are voidable by the parties themſelves that make it, or others that have their eſtates, &c. Dureſs.

But if it be done by fine, it is good and voidable. *Perk.* § 16.

All gifts, grants, &c. made by deed in the country, by thoſe that are *de non ſane memorie*, are good againſt themſelves, but voidable by their heirs, executors, or have their eſtate; but if it be by fine, it is good and unavoidable. 4 *Co.* 123, 124. *Non ſane memorie.*

A man that is born dumb, or dumb and deaf, if he has underſtanding, may by delivery of the deed and making of ſigns, make a good grant, gift, &c. Born dumb, &c.

But a man that is born deaf, dumb and blind, cannot. *Perk.* 25.

A baſtard may give or grant as well as any other, after he has got a name by reputation. *Perk.* § 20. Baſtard.

A parſon may grant any thing belonging to his parſonage for no longer time than for his own life, and therein likewiſe but during his reſidence, though he has the conſent of the patron and ordinary. Parſon.

Neither the head without the members of a corporation, nor the members without the head, as dean without the chapter, or chapter without the dean, may give or grant any of the lands belonging to the corporation. *Perk.* § 31, 32, 33. Corporation.

One executor or adminiſtrator may give or ſell any of the goods of the deceaſed, and this is good to bind all the reſt. Executors.

For more concerning who may grant, &c. *ſee before, Vol.* 1.

(F) *Of naming the Grantor.*

THE name of the perſons in grant is ſet down only to diſtinguiſh perſons, and to make the perſon intended certain: and therefore notwithſtanding it is beſt and moſt ſafe to deſcribe the perſon by his true and proper name of baptiſm, and alſo by his ſurname; and if it be a corporation, by the true name whereby the corporation is made; yet miſtakes in this caſe, unleſs they are very groſs, will not make void the grant. *Nihil facit error nominis cum de corpore conſtat.*

And therefore if one that is a baſtard has got a name by reputation

(a) If a parſon, prebendary, or the like be within the age of 21 years, and grant a leaſe of his benefice, within age, this ſhall bind him; for as he is admitted by the eccleſiaſtical law, to take a benefice within age, the law of *England* makes him capable to leaſe his benefice within age. *Bro. Age*, 80.

in

in the place where he lives, or another man has got another name by common eſteem than his own right name, or is uſually called by another name than his true name in the place where he lives; in theſe caſes they may grant by this name, and the grant is good.

And if a man be baptized by one name, and after be confirmed by another, ſome have ſaid he may grant by either of theſe names. *Sed quære.*

And if *John at Stile* grants by the name of *William at Stile*; this grant is good. *Et ſic de ſimilibus.* 6 *Co.* 63. *Co. Lit.* 3. *Perk.* § 41, 39.

And theſe grants are good, eſpecially when there is ſome other addition to make it more certain; as when a duke, marquis, earl or biſhop, grants by their names of honour or dignity, and grant without any name, or with a falſe name of baptiſm, as when the duke of *Suffolk* by the name of the duke of *Suffolk*, without any more words; or by the name of *William* duke of *Suffolk*, when his name is *John*; or the biſhop of *Norwich* grants ſo: theſe are good grants, becauſe there is but one ſuch duke and one ſuch biſhop within the kingdom.

So if a dean and chapter, mayor and commonalty, grant by the name of their corporation without any addition of chriſtian or ſurname; it is good. *Fitz. Grant.* 67. *Perk.* § 42.

And eſpecially theſe grants are good when the true name appears in ſome other part of the deed; as when *John at Stile* recites by his deed that his name is *John at Stile*, and by the ſame deed grants by the name of *Thomas at Stile*. Or *Alice at Stile*, reciting by her deed that ſhe is a feme covert, when in truth ſhe is ſole. *Perk.* § 40.

But if an ordinary man grants by his ſurname only without any name of baptiſm, or by his name of baptiſm without any ſurname at all: in theſe and ſuch like caſes for the moſt part of the grant will be void for uncertainty, unleſs there be ſome other matter in the deed to help it, or ſome other matter done *ex poſt facto* to ſupply it; for in ſome caſes where the thing granted lies in livery, ſuch miſtake or uncertainty in the grant may be helped by the livery of ſeiſin upon the deed afterwards. 3 *H.* 6. 26. *Perk.* § 38, 42.

And ſo alſo it is in the names of corporations; for if the variance and miſtake by omiſſion or alteration be only in ſome ſmall matter, ſo as it is literal and verbal only, the grant will not be hurt by it. But if the miſtake or omiſſion be in the ſubſtance of the name, the grant may be void by it. And therefore if *Decanus & capitulum eccleſiæ cathed. ſanctæ & individ Trin. Caerlil.* grants by the name of *Decanus eccleſiæ cathed. ſanctæ Trin. in Caſtil & totum capitulum eccleſiæ prædict.* this is good: *et ſic de ſimilibus:* for if the ſenſe ſtill remains either expreſsly or by neceſſary implication, and the deſcription be ſuch as imports a ſufficient and certain demonſtration of the true name of the corporation according to the foundation thereof, it ſuffices. But if any of the ſubſtance or eſſence of the name be omitted *contra.* And therefore if a corporation, incorporated by the name of *Præpoſiti, &c. collegii regalis coll. beatæ Mariæ de Eton, juxta Windſor*, grant by the name of *Per & ſociorum colleg. regalis coll. de Eton, &c.* leaving out *collegium & beatæ;* this grant is void. 6 *Co.* 65. 10 *Co.* 122, 124. 11 *Co.* 19. *Dyer* 110.

A corporation aggregate cannot grant to the head of the corporation. *Ld. Raym.* 775.

A grant to a *knight* by the name of *eſquire* is void. *Ld. Raym.* 303.

A grant

A grant to a man by a wrong name may be good, *ſi conſtat de perſona*, but the *demonſtratio perſonæ* muſt appear upon the face of the grant. *Ld. Raym.* 304.

For more concerning naming the grantor, *ſee Vol.* 1. *fol.* 253. 260.

(G) *Who may be a Grantee.* See 2 *Burr. Rep.* 731.

AS to a grantee three things are requiſite:

1. That the grantee be a perſon capable, *i. e.* that he be a perſon in being at the time of the grant, made, and not diſabled by any legal impediment to take by the grant.

2. That if the grant be by deed, the grantee be ſufficiently named, or at the leaſt ſet forth and diſtinguiſhed by ſome circumſtantial matter, and that he be ſo named or deſcribed as that he may be capable to take by the name or deſcription.

3. That he himſelf and not a ſtranger, takes by the ſame grant.

All natural, politick or corporate bodies that are not diſabled by law, may be grantees; and all perſons that may be grantors may be grantees; and ſome others that cannot grant or give, yet may take or receive. And a grant made to one, two, three, or twenty ſuch perſons, is good. *Co. Lit.* 2, 3. *Perk.* § 42. Bodies natural and politick.

A grant of land, or rent in poſſeſſion to the right heirs of *J. S.* *J. S.* being then living, is void; for there neither is nor can be any ſuch perſon *in rerum natura*, for no man can be an heir to another that is living: but ſuch a grant to one in remainder is good, if ſo be that *J. S.* dies before the particular eſtate ends, and before the remainder happens. So if a grant be to him or her that ſhall be the firſt child of *J. S.* and he has no child at the time of the grant, this is void: ſo if a grant be made to the wife or child of *J. S.* when there is none ſuch, it is void: as if a grant be to *J. S.* and to his firſt-born ſon, or to *J. S.* and her that ſhall be his wife, and he has at the time of the grant neither wife, nor ſon; in theſe caſes the grant is void as to the wife and ſon, and *J. S.* ſhall have all by the grant. *Co.* 101. 2 *Co.* 31. *Perk.* § 52, 54.

An alien may be a grantee, but if any thing be granted to him whereof he is incapable; as an eſtate of lands in fee-ſimple for life or years, he cannot hold it, but the king will have it from him. An alien.

A perſon attainted of treaſon or felony before or after attainder may be a grantee, but he cannot hold the thing granted; for if the king or lord will, he may have it from him. So alſo perſons outlawed in perſonal actions may be grantees of lands or goods, but the king will have the profits of the lands and property of the goods. *Co. Lit.* 2. *Perk.* § 48. Perſons attaint. Outlawed.

A woman covert may be a grantee, but her huſband may by his diſagreement avoid the grant; and yet if he does not avoid it in his lifetime, the grant will be good: and he that will have the grant to be void, muſt ſhew the huſband did diſagree to it. *Perk.* § 43. *Co. Lit.* 2. Feme covert.

An infant may be a grantee, for this is preſumed to be his advantage; Infant.

and yet at his full age he may agree to it and perfect it, or disagree to it, and avoid it without any cause shewed. *Perk.* § 4. *Co. Lit.* 2.

Men de non sane memorie.

A man *de non sane memorie* may be a grantee as well as any other man, and it seems these grants cannot be afterwards avoided. But such men cannot be grantees of offices of trust and such like things. *Co. Lit.* 2.

Bastard, persons deformed, &c.

A bastard, persons deformed, having human shapes, lepers, and such like, may be grantees of lands or goods, &c. as other men may be. *Ibid.*

Hermaphrodite.

An hermaphrodite may be a grantee according to the most prevailing sex. *Ibid.*

Clerk convict villain.

A clerk convict, and a man imprisoned, may be a grantee as well as another, and so also might a villain of the king, or of a common person; but he could not retain the thing granted, for the king or lord might have it from him if he would; neither could monks, friers, and such like persons, be grantees, for they were utterly disabled. *Co. Lit.* 3. *Perk.* § 48, 51.

For more as to this head, see Vol. 1. *fol.* 260. 268.

(H) *Of naming the Grantee.*

REgularly it is requisite that the grantee be named by his names of baptism and surname; and so it is most safe; and special heed must be taken to the name of baptism, for that a man cannot have two or more names of baptism, as he may of surnames. *Co. Lit.* 3.

And yet in some cases, though the name be mistaken the grant is good; as if a grant be to *J. S.* and *Em* his wife, and her name is *Emelin*, (*Bro Noſme* 9.); or a grant is made to *Alfrid-Fitz James*, (*Bro. Confirmation* 30.); or a grant be to *Robert* earl of *Pembroke*, where his name is *Henry*; or to *George* bishop of *Norwich*, where his name is *John*, (6 *Co.* 65. 27 *Ed.* 3. 85.); or a grant be to a mayor and commonalty, or a dean and chapter, and mayor or dean is not named by his proper name, (*Co. Lit.* 3.); or a grant be to *J. S.* wife of *W. S.* where she is sole: all these and such like grants are good; for in this case the rule doth hold *utile per inutile non vitiatur.* (*Dyer* 119) (*a*) And if one be baptized by one name, and after confirmed by ano-

(*a*) A conveyance was made to *Randolph Evers* knight, lord *Evers*, and in avoidance of this conveyance it was alledged, that at the time when it was made, he was not known or reputed by the name of knight, and that he was not then a knight, and whether this should make the conveyance void or not was the question: and it was agreed that the conveyance so made to *Ralph Edwards* knight, lord *Evers*, was a good conveyance, and that the plea in bar to avoid the same was not a good plea, because where a thing is granted to one by such a name that it cannot mean another person, this is good without any christian name expressed, and as the case was here, there was but one lord *Evers*, and therefore this was certain enough, for that the same did well *constare de persona*; and therefore the other addition here of knight (though false) notwithstanding, yet this falsity should not take away the description of the true person to whom the conveyance was made, but that he ought to have the same, being here sufficiently expressed by the name of lord *Evers*, and therefore it was held by the court unanimously that the conveyance was good and sufficient to carry the land unto lord *Evers* though he was then no knight. 1 *Bulſt.* 21. 666. lord *Evers* v. *Strickland.*

ther,

ther, yet a grant to him by his firſt is good; and ſo alſo ſome think of a grant to him by his ſecond name; *ſed quære* of this. Alſo when a man has got a name by reputation, a grant may be made to him by that name, and it is good. *Co. Lit.* 3.

If a grant be made to *W.* at *Stile*, by the name of *W.* at *Gappe*; this is a good grant notwithſtanding this miſtake.

But where a grant intends to deſcribe the perſon of the grantee by his proper name, and omits or miſtakes his chriſtian name or ſurname; in theſe caſe for the moſt part the grant is void, unleſs there be ſome ſpecial matter to help it, as in the caſe before. And yet if the grant does not intend to deſcribe the grantee by his own name, but by ſome other name, there it may be good by a certain deſcription of the perſon, without either ſurname or name of baptiſm. And therefore a grant to the wife of *J. S. primogenito filio*, or the ſecond ſon, or to the young-eſt ſon, or *ſeniori puero*, or *omnibus filiis*, or *filiabus* J. S. or *omnibus liberis* J. S. or *omnibus exitibus* J. S. or to the right heirs of *J. S.* or to the next of blood of *J. S.* In theſe caſes grants made to theſe perſons in theſe words are good, for the perſon is certainly enough deſcribed. And if a leaſe be made to *J. S.* for life, the remainder to him that ſhall come firſt to *Paul's* ſuch a day, or to him that *J. S.* ſhall name in three days; if in theſe caſes any one comes to *Paul's* that day, or be named by *J. S.* within three days, and the particular eſtate during continues, this is a good grant of the remainder. *Id certum eſt quod certum reddi poteſt.* But if a grant be made in theſe words, *viz.* to four of the pariſhioners of *Dale*; or *Deo & eccleſiæ de* D. or to two of the ſons of *J. S.* and he has many ſons; or to *J. S.* or *W. S.* in the diſjunctive: theſe and ſuch like grants as theſe are utterly void for uncertainty. And if a gift or grant of goods be to the pariſhioners of *Dale* in theſe words, it ſeems this is good: but if a grant or gift of land be made to them by theſe words, it ſeems this is void. And alſo it is a grant of goods to the churchwardens of the pariſh; this is held to be good; but otherwiſe it is of a grant of lands to them. A baſtard is capable by that name whereby he is uſually called, and therefore a grant to him by that name is good. And a right heir, or one that ſhall be the right iſſue of *J. S.* that has no child, is capable of remainder by that name, but of land in poſſeſſion he is not capable by that name. And a baſtard, as the reputed ſon of *J. S.* may take by a grant to *J. S* and his iſſue. A biſhop may take by the name of a biſhop without any other name; but if a grant made to the pariſhioners or inhabitants of *Dale*, or *probis hominibus de Dale*, or the commoners of ſuch a waſte, or to the lord and his tenants bond and free; theſe are not good grants, although theſe perſons are capable, yet they are not capable by theſe names. 9 *Ed.* 4. 43. *Fitz. Grant* 23. *Co. Lit* 3. *Perk.* §. 52. 54, 55, 56. *Bro. Grant.* 65. *Dome* 17. 31. *Dyer* 337.

If there be two grantees, and one of them takes by the deed, it is ſufficient; but if the grant be to one that is no party to one deed, and not to the grantee himſelf, in this caſe although the grantee and he to whom the grant is made be capable, and never ſo well deſcribed by their names, yet is the grant void; for no grant can be made but to him that is party to the deed, except it be by way of remainder: and therefore if a man makes a leaſe for term of life, and after the leſſor grants to a ſtranger, that the tenant for life ſhall have the land to him and his heirs; this grant is void. *Et ſic de ſimilibus.* And yet it ſeems in ſome caſes,

that if one of the grantees be party to the deed, that another grantee that is no party to the deed may take with him; and therefore the caſe was, *Robert* gave the reverſion of lands which *Agnes* his wife held for life to *Stephen de la Moore*, *habendum poſt mortem dictæ Agnetis in liberum maritagium cum Johanna filia ejuſdem Roberti:* in this caſe it was adjudged, that although *Joan* was not named before the *habendum*, yet that ſhe ſhould take in tail with her huſband. *Doct. & Stud.* 94. *Co.* 15. *Co. Lit.* 21, 231. 5 *Ed.* 3. 17.

For more concerning naming the grantees, ſee Vol. 1. *fol.* 268.

(I) *Of the Power of Grantees where the Grant is for the benefit of others.*

ON a grant made to the warden and aſſiſtants of *S.* for the benefit of the inhabitants, for the eaſe of taxes and relief of the poor, it was decreed that they ſhould not let or make any leaſes of the land without conſent of the major part of the inhabitants of the place, it being for their benefit in general. *Chan. Ca.* 269, 270.

(K) *Of the Things granted.* (a)

AS to things granted obſerve theſe things:

Firſt, that the thing whereof the grant is made be grantable, and that both in reſpect of the nature of the thing itſelf, and alſo of his eſtate that grants it; for in ſome caſes although the thing for the quality of it be grantable, yet in reſpect of the eſtate and property that the owner has in it, it is not grantable.

Secondly, That if it be by deed, it be ſufficiently diſtinguiſhed and named.

Amongſt things that are grantable, ſome are grantable *de novo*, and in their creation, but not tranſmiſſible nor aſſignable afterwards.

And ſome are grantable at firſt in their original creation, and aſſignable over afterwards from man to man *in infinitum*.

All things that may be granted by fine, and whereof a fine may be levied, may be granted over from man to man.

Things in livery.

All things that are before obſerved to be grantable by or without deed, are grantable over from man to man: and therefore all corporeal things that lie in livery, as manors, meſſuages, cottages, lands, meadows, paſtures, woods, and the like, are grantable in fee-ſimple for life or

(a) A thing in action, a cauſe of ſuit, right of entry, or a title for a condition broken, or ſuch like, may not be given or granted to a ſtranger, but only to the tenant of the ground, or to him that hath the reverſion or remainder. *Lit. ſec.* 347. *Co. Lit.* 214. 270. *b.* 2 *Cro.* 179, 189. 2 *Cro.* 638, 639. *Dr.* and *Stud. Lib.* 1. *cap.* 8. *fol.* 17. *a.*

(b) *Vid. Vol.* 1. *fol.* 285. Note *b contra.*

years

grass at first, and assignable over again at the pleasure of the grantee.

Also trees and emblements are grantable. And a man may grant the share or herbage, *i. e.* the grass of his ground, and not the ground itself.

And a man that is seised in fee of a house, may give or sell the timber, stone, *&c.* of the house, and the donee or grantee may take after the death of the donor. *Bro. Done* 10.

Also all incorporeal things that lie in grant, as rents, services, and the like, are grantable over in fee-simple, for life or years; and therefore rents or services reserved upon any estate, and rents granted out of land, are grantable over *in infinitum*. And if a man has a rent reserved on a particular estate, he may grant over parcel of it. In grant. Rents, services.

But a rent or service suspended cannot be granted. Neither can a man grant a rent issuing out of a rent. If a rent be granted to me, I may grant it over to a stranger before I be seised of it, and this grant is not void. But an annuity it seems is not grantable over after the first creation of it. And yet if an annuity be granted to *J. S.* and his assigns *pro consilio*, it seems this annuity is grantable over. *Perk.* § 91, 87, 101, 103. *Bro. Grant* 3. 3 *H.* 6. 20. 9 *H.* 6. 12. *Fitz. Grant* 145. *Co. Lit.* 144.

Advowsons are grantable in fee-simple, for life or years from man to man *in infinitum*. Advowsons, *&c.*

Also the presentation to a church before the church is void, is grantable: But when the church is void, that turn is not grantable, for then it is in the nature of a thing in action.

Also rectories and tithes, and portions of tithes and pensions, are grantable from man to man *in infinitum*. *Stat.* 32 *H.* 8. *c.* 7. *Perk.* § 90.

Reversions and remainders are grantable from man to man in fee-simple, fee-tail, for life or years. Reversions and remainders.

And if I have a tenant for life of three houses, I may grant the reversion of two of them.

And if I have the reversion of three houses and four acres of land, I may grant the reversion of two houses and of two acres of land.

And if a tenant in tail be of an acre of land, the remainder to his right heirs, he may grant over his remainder by itself; and yet it is such a thing as the tenant in tail himself may bar by a common recovery.

But if a grant be of land to *J. S* for years, the remainder to the right heirs of *J. D.* and *J. D* is living; this remainder is not grantable so long as *J. D.* lives *Perk.* § 73, 87, 88.

Common of pasture, of turbary, of fishing, or of estovers, are grantable in fee, for life or years from man to man *in infinitum*. *Perk.* § 103. Common.

And yet if a common in gross and without number be granted to a man and his heirs, this is not grantable over to another man; but if common for a certain number of beasts be so granted, the law is otherwise; and that this is grantable over in case where the first grant is to the grantee and his assigns. *Per* two judges against one, *H.* 16 *Jac. B. R.*

Offices are grantable at first; but the great judicial offices of the kingdom, as the offices of the lord keeper, chief justices or chief baron, or of any other of the justices and barons, and such like, are not grantable over to others, neither may they be executed by deputies. Offices.

But

But the ſheriff's office, although it be not grantable over, yet it may be executed by deputy. *Perk* § 101. The reverſion of an office is not grantable by a ſubject as it is by the king, yet a ſubject may grant an office *habendum* after the death of the preſent officer; and this is good. *Per* lord keeper and two chief juſtices, *M.* 5 *Car in Cham.* The inferior offices alſo that are offices of truſt, eſpecially if they concern the perſon of the grantor, howſoever they are grantable at firſt, yet they are not grantable over by the officer to any other, unleſs they be granted to them and their aſſigns; and of this ſort are offices of ſteward, bailiff, receiver, ſewer, chamberlain, carver, and the like; neither may theſe be executed by deputy but where the grant is ſo. *Co. Lit.* 233. *Perk.* § 101 (*a*)

An office is not grantable by parol, eſpecially for life. *Ld. Raym.* 159.

Licences, authorities, &c. Licences and authorities are grantable at firſt for the lives of the parties, or for years; but the grantees of them cannot aſſign them over. And therefore if power be given to me to make an award of livery of ſeiſin, I may not grant over this power to another. And if licence be granted to me to walk in another man's garden, or to go through another man's ground, I may not give or grant this to another. 12 *H.* 7. 25. 13 *H.* 7. 13.

Poſſibilities. A bare poſſibility of an intereſt which is incertain, is not grantable; (*b*) and therefore if one has a term of years in land, and by his will deviſes it to *J. S.* for his life, and afterwards to me for the reſidue of the years; or deviſes it to *J. S.* if he lives ſo long as the term ſhall laſt, and if he dies before the term ends, the remainder to me: In theſe

(*a*) As to grants of offices by biſhops, vide Sir *John Trelawney*, v Biſhop of *Winchester*, 1 *Burr.* 219.

(*b*) There are two kinds of poſſibilities, the one a bare poſſibility, that which the heir has from the curteſy of his anceſtor, and which is nothing more than a mere hope of ſucceſſion. Such a poſſibility undoubtedly is not the object of diſpoſition; for if the heir were to diſpoſe of it during the life of the anceſtor, though it afterwards devolved on him from his anceſtor, ſuch diſpoſition would be void. The other, a poſſibility or contingency, coupled with an intereſt, like the caſes put in the context and other inſtances of contingent executory intereſts which might be ſtated. Theſe are now conſidered as deſcendible, releaſable, aſſignable, and deviſeable in the ſame manner as veſted intereſts: vide *Jones* and others, againſt *Roe*, leſſee of *Perry*, 3 *Term Reports*, 88; et vide Sir *Marmaduke Wivel*'s caſe, *Hob* 45. Tenant in tail of an advowſon, and his ſon and heir joined in a grant of the next avoidance. Tenant in tail died; and it was adjudged, that the grant was utterly void againſt the ſon and heir that joined in the grant, becauſe he had nothing in the advowſon, neither in poſſeſſion nor right, nor in actual poſſibility at the time of the grant. So where lands were demiſed to huſband and wife for their lives, the remainder to the ſurvivor of them for years, and the huſband granted over this term of years and died; a queſtion aroſe whether the wife or the grantee ſhould have the term; and it was adjudged that the wife, and not the grantee, ſhould have it: becauſe there was nothing in the one or other to grant over, until there was a ſurvivor. And the law would have been the ſame if the wife had died, after the grant, and the huſband had ſurvived, yet he ſhould have the term againſt his own grant; as if a leaſe were made for life, the remainder for years to him, which ſhould firſt come to PAUL's. Should *A.* grant this term, and after be the firſt to come to PAUL's, yet the grantee ſhould not have the term, becauſe it was not in *A.* by any means, neither in intereſt or otherwiſe, until he came to PAUL's. *Popham* 5.

caſes,

ceſs, during as *J. S.* lives, I cannot grant over this poſſibility. So if a leaſe be made to me and my wife for life, the remainder to the ſurvivor of us, I may grant this remainder to another man; but ſuch a poſſibility being coupled with ſome preſent intereſt, is grantable over; and therefore if *A.* has four houſes in execution upon a ſtatute, and by courſe of law it will endure thirteen years, and after two of the houſes are ſold by elegit for fifteen years; in this caſe he that has this execution upon the ſtatute may aſſign over his intereſt in theſe two houſes; for after the execution by the *elegit* is ſatisfied, *A.* ſhall have the two houſes again until he be ſatisfied. The lord cannot grant the wardſhip of the heir if his tenant is living. 4 *Co.* 66. 5 *Co.* 24. *Dyer* 244. *Perk.* § 90.

Incidents.

Theſe things that are inſeparably incident to others, are not grantable without the thing to which they are ſo incident and belonging; and therefore a court baron, which is evermore incident to a manor, is not grantable without the manor itſelf; common appendent to land is not grantable without the land itſelf to which it belongs; and common of eſtovers appendant to a houſe is not grantable without the houſe itſelf to which it belongs. 1 *Ed.* 4. 10 5 *H.* 7. 7. *Perk.* § 104.

Suſpended things.

A rent-ſervice, or other thing, whilſt it is wholly in ſuſpence, is not grantable; and therefore if the lord diſſeiſes the tenant, or the tenant enfeoffs the lord upon condition, the lord cannot grant over the ſeigniory during this ſuſpenſion. But if one has a rent in fee out of my land, and he purchaſes the ſame land for life or years: in this caſe the rent is grantable even whilſt the eſtate of the land continues. So if the tenant makes a leaſe for years or life of the tenancy to the lord; in this caſe the lord may grant the ſeigniory notwithſtanding. And yet if the tenant makes a leaſe to another man for life, and the lord grants the ſeigniory to his tenant for life in fee; in this caſe the grantee of the ſeigniory cannot grant it over, becauſe it was never *in eſſe*. 16 *H.* 7. 4. *Co. Lit.* 314. *Bro. Grant* 173. *Perk* § 83, 89.

Franchiſes.

Franchiſes, as views of frankpledge, perquiſites of courts leet, cognizance of pleas, fairs, markets, goods of felons, waifs, eſtrays, hundreds, ferries, or paſſages, warrens, and the like, are grantable over from man to man in fee, for years *in infinitum*.

Things in action.

Things in action, and things of that nature, as cauſes of ſuit, rights and titles of entry, are not grantable over to ſtrangers, but in ſpecial caſes; and therefore if a man has diſſeiſed me of my land, or taken away my goods, I may not grant over this land or theſe goods until I have ſeiſin of them again. Neither can I grant the ſuit which the law gives to me for my relief in theſe caſes to another man. So if I make a feoffment to another man, on condition that if I do ſuch a thing, I ſhall have the land again; in this caſe I may not before or after the time of performance of the condition grant over the condition to another. But all theſe things I may releaſe to the parties themſelves: for it is a maxim in law, that every right, title or intereſt *in præſenti* or *in futuro*, by the joint act of all them that may claim any ſuch right, title or intereſt, may be barred or extinguiſhed. 5 *Co.* 24. 6 *Co.* 50. 10 *Co.* 48. *Co. Lit.* 214. *Dyer* 241. *Perk.* § 86, 87, 85. *Bro. Done* 27, 24, 48.

And in ſome caſes a grantee of a reverſion may take advantage of a condition annexed to an eſtate for life or years. If a man owes me money on an obligation, or the like, I cannot grant this debt to another: But I may grant a letter of attorney to another man to ſue for it and receive

ceive it, or I may grant the writing itſelf to another, and he may cancel it, or give it to the obligor. *Co. Lit.* 232. *Perk.* § 86.

A preſentation to a church after the church is become void, is not grantable; for it is in the nature of a thing in action. *Dyer* 283.

And if a man takes my goods from me, or from another man in whoſe hands they are; or I buy goods of another man, and ſuffer them in his poſſeſſion, and a ſtranger takes them from him; in theſe caſes I may give the goods to the treſpaſſor, becauſe the property of them is ſtill in me. *Perk.* § 92. *Fitz. Done* 3. 7.

Perſonal things.

Truſts and confidences, which are perſonal things, for the moſt part are not grantable over to others. And hence it is alſo that offices of truſt and confidence are not grantable over but in ſome ſpecial caſes where they are granted to a man and his aſſigns, or where they are granted to a man and his heirs. *Perk.* § 99. *Plow.* 379.

Intire things.

Some things are ſo intire that they cannot be ſevered by grant; and therefore if a man holds three acres of land of me at twelve pence rent, and I grant the ſervices of the third acre; this is void, and he ſhall have all or none, for I cannot ſever the tenure. But if a man holds land of me by homage, fealty, eſcuage, and a certain rent; in this caſe I may grant the rent, and keep the ſeigniory *Fitz. Grant* 19, 79.

Chattels real and perſonal.

All chattels real and perſonal regularly are grantable from man to man *in infinitum*, as leaſes for years, be they preſent or future, trees, (*a*) oxen, horſes, plate, houſhold-ſtuff, and the like. Alſo trees, graſs, and corn growing and ſtanding upon the ground, fruit upon the trees, wool upon the ſheep's back, is grantable. *Dyer* 58, 305. *Plow.* 142, 147. *Perk.* § 90, 91.

If a man ſells me ten loads of wood, in his wood to be taken by his aſſignment; or ſells me three acres of wood towards the North ſide of the wood; by this grant in theſe words I have ſuch an intereſt as is grantable over. 5 *Co.* 24.

If I make a leaſe by deed of a houſe to another, and therein it is agreed between us, that if the rent be not paid me by ſuch a time, I ſhall enter into the houſe, and take and ſell the goods there as my own to pay the rent; it ſeems this is a good grant of the goods, and that I may do according to the agreement.

And if one that holds land of me grants to me by deed indented, that I ſhall diſtrain for my ſervice in all his land; this is a good grant. *Fitz. Bar.* 280.

Money.

A man may give or grant money; as if I deliver money, on condition that if he aſſures me of ſuch land he ſhall have it, otherwiſe that he ſhall deliver it to me again; in this caſe if he makes the aſſurance he ſhall have the money, if not, I may have an account for it:—*Fitz. Grant* 6. *Fitz. Done* 11.

(*a*). By the grant of the trees by a tenant in fee ſimple, they are abſolutely paſſed away from the grantor and his heirs, and veſted in the grantee, and go to the executors or adminiſtrators, being in underſtanding of law divided as chattels from the freehold: and the grantee has power incident and implied to the grant to ſell them, when he will, without any ſpecial licence; but the grantee cannot thereby dig and make ſaw-pits in the ground, or ſquare the timber there, without a ſpecial authority for that purpoſe. *Hob.* 173.

Such things as are *feræ naturæ*; as conies, hares, deer, and such like, are not grantable at all. *Bro. Done* 34. *Feræ naturæ.*

A parſon of a church may grant his tithes for years, and yet they are not in him. *Perk.* § 90. Tithes.

A man may give or grant his deeds, *i. e.* the parchment, paper and wax to another at his pleaſure, and the grantee may keep or cancel them; and therefore if a man has an obligation, he may give or grant it away, and ſo ſever the debt and it. So tenant in fee-ſimple may give or grant away the deeds of his land, and the executor in the firſt caſe, and the heir in the laſt caſe, has no remedy. But a tenant in tail of land cannot give or grant any of the deeds belonging to the land intailed, no more than the land itſelf. *Co Lit.* 232. *Tran.* 38 *Eliz. B. R.* 2 *H.* 5. 1 *H.* 7. *Dove's* caſe. 1 *H* 4. 31. *Firz. Bar.* 179. Deeds.

One may give or grant apparel; and it is ſaid if one makes apparel for another, and put it upon him to uſe and wear, this is a gift or grant of the apparel itſelf. Apparel.

If one grants to another all the wool of his ſheep for ſeven years; this is a good grant.—*Perk.* § 90. Wool.

If one being a parſon gives to another all the wool he ſhall have for tithe the next year; this is a good grant. *Fitz. Grant* 40.

If one grants to another his horſe or his cow in the diſjunctive; this is a good grant notwithſtanding this uncertainty, and the donee ſhall have election, and by that make the grant good. *Bro. Done* 19. Horſe, &c.

A man poſſeſſed of land for a term of two thouſand years, granted the land to *D.* without mentioning any term, to the uſe of another for life, &c. The grant and limitation is void for uncertainty, it not ſaying what eſtate or term was granted to *D.* 2 *Vern.* 684. A term.

The plaintiff 's father was indebted to the defendant, and by deed granted him the guardianſhip of his children, with a covenant not to revoke the grant: And now the plaintiff an infant brought his bill to revoke it; but in regard there was a juſt debt owing to the defendant for guardian from the father, the court declared they would not reſtrain him from receiving the rents and profits of the eſtate, but only from abuſing the infant's perſon.—1 *Vern.* 442. Guardianſhip.

The ſtatute 12 *Car.* 2. *c.* 24. is, that the father may by deed grant the guardianſhip of his children from time to time.

For more concerning things granted, vide vol. I. *fol.* 275.

(L) *Of the Eſtate, Property and Poſſeſſion of the Grantor.*

ANY eſtate that a man has in fee-ſimple, fee-tail, for life or years, in any lands, &c. or any rent or profit apprender out of the ſame, is grantable from man to man *in infinitum*. And he that has any ſuch eſtate of lands, may charge it with any rent or profit to be taken out of it as long as the eſtate of the land does laſt; but an eſtate at will is not grantable over.

And if an eſtate be made to a man and his *heirs* without the word *aſſigns*, yet he may aſſign it at his pleaſure, for aſſigns is included within heirs.

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An *interesse termini, i. e.* a leaſe for years to commence *in futuro*, is grantable before the term begins, whether it be a leaſe of the land itſelf, or any rent or other profit out of it. 22 *Ed.* 4. 37. *Perk.* § 91.

The intereſt or eſtate that a man has by extent is aſſignable from man to man at pleaſure. 4 *Co.* 64.

The reverſion upon an eſtate-tail is grantable; and yet the tenant in tail in poſſeſſion, by the ſuffering of a common recovery, may bar him in reverſion of any fruit of it. 9 *Co.* 75. *Curſon's* caſe. *Co.* 40. *Altenwood's* caſe.

If an eſtate be made of land upon condition; as if *A.* makes a feoffment to *B.* on condition that if *A.* pays 20 *l.* he ſhall have the land again: in this caſe *A.* and *B.* together may at any time before the performance of the condition join together and grant this land, or charge it with any rent, *&c.* and this will be good; for it is a maxim in law, fee ſimple land may be charged one way or other. And in this caſe *B.* may grant over his eſtate alone, but it will be ſubject to the condition. And if *B.* grants a rent out of the land to a ſtranger, and after the condition is performed, and the feoffor enters; in this caſe he ſhall avoid the rent. But in this caſe *A.* cannot grant, for he has nothing but a poſſibility. *Co.* 147. 10 *Co.* 48, 49. *Lit.* chap. *Confirmation.*

If one infeoffs divers to the uſe of his ſon and heir upon condition, and before the time of performance of the condition the father and ſon join to grant or charge the land; this is a good grant or charge. *Co.* 14.

If the tenant in tail, and he that is next in remainder in fee join in the grant of a rent-charge in fee, and after the tenant in tail dies without iſſue; in this caſe this is a good grant and charge againſt him in remainder. And if *A.* bargains and ſells land to *B.* by indenture, and before inrolment they join to grant a rent-charge to *C.* by deed; this is a good charge and grant, whether there be any inrolment or not. And ſo if a donor and donee in tail grant a rent charge out of the land, and then the donee dies without iſſue; in this caſe the grant is good to bind the donor. *Co. Lit.* 45. 10 *Co.* 48, 49.

If land be granted to two men, and to the heirs of their two bodies begotten; in this caſe although they have ſeveral inheritances after their death, yet neither of them can grant away his eſtate after his life, for they are divided only in ſuppoſition of law. *Co. Lit.* 182.

One *coparcener* of a ſeigniory may grant his part to a ſtranger. *Perk.* § 73. (*a*)

If two *jointenants* be of a plough land, and one of them grants to a ſtranger *common* of paſture for beaſts without number to be taken in the ſame land; this is void. *Perk.* § 103.

If two jointenants be of a reverſion, and one of them grants the whole; this is void for a moiety. If a man grants or charges that which is none of his, and that wherein he has no property, it being in the grantee or a ſtranger; the grant is void. And therefore if a man grants a rent-charge out of the manor of *Dale*, or grants a reverſion of land, and in truth the grantor has nothing in the manor of *Dale*, or in

(*a*) If two executors have a term, and one of them grants to a ſtranger all which belongs unto him, the entire term paſſes; for each has an entire authority and intereſt in the term as executor. *Dyer.* 23. *b. pl.* 146.

the

land; in this caſe the grant is void. And although the grantor afterwards purchaſes the manor, or the land, yet this will not make the grant good. But if the grant be by fine, or by indenture, there in ſome caſes it ſhall be good by way of eſtoppel. And although the parties agree that it is his own, yet this will not mend the caſe: And thereof if a man recites that he has a rent of 10 *l.* a-year, and then grants the ſame, parcel of it; in this caſe, if he has no ſuch rent, the grant is void. *Perk.* § 80, 65. *Dyer* 10, 33.

A *ſhepherd*, *bailiff* or *parker*, cannot give or grant away the goods of his maſter without authority. And yet it ſeems the ſervant of a *taverner* or *victualler* may give or grant his maſter's wine or wares. And if a wife without authority grants the goods of her huſband; this is a good grant or gift if the huſband diſagrees to it, and by his agreement it is made good after. *Bro. Donee* 56, 4.

If a man has a leaſe for years of land, and makes a leaſe for life of it, or grants it for longer time than the leaſe for years does laſt; in this caſe it is good for ſo long as the leaſe for years does laſt, and no longer. But if he makes a leaſe for life and gives livery of ſeiſin, he loſes his eſtate. *Plow.* 524, 525.

Likewiſe a man cannot grant or charge that which is not in his own power, although he has a right to it: And therefore if a man be diſſeiſed of his land, and before he has entered into or recovered the land, grants or gives the land, or his right to the land, to a ſtranger, or makes a rent-charge out of the land to a ſtranger; in theſe caſes the grants are not good. And yet ſuch grants by fine may be good by way of eſtoppel; and by a releaſe alſo the right may be extinct. *Co. Lit.* 265. *Perk.* § 65, 86.

But if one that has a reverſion upon an eſtate for life grants a rent iſſuing out of this land; the grant is good, and the charge ſhall faſten upon the land after the eſtate of the tenant for life is ended. And if a man grant *common*, or *rent*, notwithſtanding that a ſtranger take the rent, or the common at the time of the grant, yet this grant is good, for he cannot be out of poſſeſſion of theſe things but at his pleaſure.—*Perk.* § 92, 98. *Co. Lit.* 46.

And if a leaſe for years be made to me, I may grant away my eſtate before my entry; and if the leaſe be to begin at a day to come, I may grant over my intereſt before the day comes; for in this caſe the intereſt paſſes to me from the time of making the leaſe. *Hil.* 18 *Jac. B R. per* Juſtices.

Alſo I may give or ſell my goods that I have not in poſſeſſion; and therefore if a man takes my goods out of mine or another man's poſſeſſion, I may afterwards give or grant theſe goods to him or another man; and this grant or gift is good. *Perk.* § 92, 93. *Fitz. Done* 3. *Bro.* 13. *Dyer* 30, 90. 4 *Co.* 62, 63.

A leſſor cannot give or grant the trees growing on the ground of his leſſee for life or years without the licence of the leſſee, except they be firſt cut down by the leſſee, or ſome other, for then he may. And if there be leſſee for life, and the leſſor give the trees growing on the ground, and after the leſſee for life dies; in this caſe the donee cannot take them, becauſe at the time of the gift a property of them was in the leſſee. But if a tenant in fee-ſimple gives or grants the houſes ſtanding, or trees growing on the ground he has in poſſeſſion; in this caſe the grantee or donee may take them after the death of the grantor, and that although they be not cut or taken down before his death. And yet if the tenant

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in tail gives or grants the trees growing upon his intailed land, and the donor dies before the trees be cut; in this caſe the donee or grantee cannot cut them afterwards. However if ſuch a tenant in tail gives or grants his emblements of corn growing on the ground, the donee may cut and take them after the death of the tenant in tail. And if the tenant in tail gives or grants his trees, and dies before they be cut, and afterwards, before the iſſue in tail enters into the land, the donee or grantee cuts them and takes them away; in this caſe the iſſue in tail can bring no action of treſpaſs againſt the donee or grantee for the trees. But perhaps if the trees be not removed off the ground, he may take them. *Dyer* 305. 20 *H.* 6. 22. *Perk.* § 59. 11 *Co.* 50.

If two *coparceners* be of an advowſon, and the one preſents, and then he grants the next preſentation; this is a good grant, but by this grant paſſes the next he has to grant, for his companion muſt have the next: ſo if one be ſeiſed in fee of an advowſon, and he has a wife, and he grants the third preſentation; this is a good grant, but it ſhall be taken for the third he may grant, which is the fourth, for the wife is to have the third for her *dower*. *Dyer* 35. 15 *H.* 7.

(M) *The Words of a Grant.* (a)

DEDI & conceſſi are the moſt apt words for all kinds of grants, yet it may be by other words, and the grant as good as by thoſe words.

The beſt way in grants is to grant by words of preſent time in the preſent tenſe, as well as in the preterperfect tenſe.

But a grant by words of the preterperfect tenſe only, as by *dedi & conceſſi* only without words of the preſent tenſe, is good. 35 *H.* 6. 11.

The words *give* and *grant* in a deed of things which lie in grant, amount to a grant, a feoffment, a gift, a releaſe, a confirmation or ſurrender at the election of the party, and may be pleaded as a grant, as a releaſe, or a confirmation, at his election. *Co. Lit.* 301. *b.* 2 *Saund.* 96, 7.

(N) *Of naming and deſcribing the Thing granted; and therein of Election.*

BY the grant of *an acre* of land, or of any other thing by the name whereby it is called, the reverſion of that thing, if the grantor

(a) The words of a grant are often not material if the intent be clear As if one covenant and grant with another that it ſhall be lawful for him to take and carry away to his own uſe, ſuch corn as ſhall be growing upon certain ground at the end of a term then exiſting therein; though the words are not by gift of the corn, yet they are equally good to tranſfer the property, becauſe of the intent and common uſe, of ſuch words. So a leaſe without impeachment of waſte, for the like reaſon and not *ex vi termini*, gives the trees. *Hob.* 13.

have

e no more than a reverſion, that will paſs. But it is not ſo *e converſo.* 122. *Perk.* § 114. 116. 10 *Co.* 106, 107. 11 *Co.* 47. 83.

And yet ſome have ſaid, if one grants a thing in *poſſeſſion* by the name the reverſion of the thing, this is good to paſs the poſſeſſion. *Quod* *Ex. Plow.* 190. For if one makes a leaſe for years, and be- the leſſee enters, the leſſor grants the land by the name of the rever- the land; this grant is void. If one makes a leaſe for life of meſſes of a manor, rendering rent, and after he grants the ma- by the name of the manor; this is a good grant for the reverſion of meſſes as well as for the reſidue of the manor. But if one grants by the name of the reverſion of the common, it ſeems this is good. And yet if one has common, and grants it for life, and that eſtate he grants the common by the name of *totam illam com-* *&c.* Some hold this grant to be good. *Co. Lit.* 46.

Any thing may be granted by the name whereby it is and has been uſually called of latter times within nine or ten years, or thereabouts, though it be an improper name, and not the ancient name of the thing, a name newly gotten. And ſo a manor may paſs by the name of a meſſuage or farm, or a farm or manor by the name of a meſſuage, if it is uſually called and reputed: ſo the great houſes in *London* called *Yorke* and *Dorſet* houſes may be granted by thoſe names. 6 *Co.* 65. *Cl.* 3. 6. *Bro. Grant.* 7. *Perk.* § 116. *Vaughan* 71.

And if a man grants a paſture-ground by the name of a wood, or a wood by the name of a paſture-ground, and the things are called by thoſe names; theſe are good grants of thoſe things. And if one grants by the name of a *great field*, that which indeed is but a *little cloſe*, but it uſually called by the name of a *great field*; this is a good grant of that thing. So if one grants by the name of a *plough-land* that which in truth is but an *acre* of land, or grants by the name of a *manor* that which is but a *plough-land*; theſe grants are good. And ſo it ſeems to be *converſo.* But if a man grants a houſe or a meſſuage; by this grant more acre of land will not paſs. 14 *H.* 8. 1. 27. *H.* 8. 2 *(a)*

By the grant of ſervices a rent reſerved upon an eſtate-tail will paſs. *Lit.* 150.

If a man makes a leaſe of an houſe to another for years, and the leſſee divides it and makes two houſes of it, and after the leſſor grants the reverſion of it by the name of one houſe; this is a good grant to paſs it. And if one leaſes three houſes to three ſeveral men at ſeveral rents, and they divide them into twenty-nine tenements and houſholds among them all; and the firſt leſſor grants them by the name of three meſ- ages; this is a good grant to paſs them all. But if he grants by the name of fifteen meſſuages or tenements only, this is good for no more than for fifteen of the ſubdivided tenements. *Per Cur' B. R. M.* 7. *Rot.*

If one recites that he has a rent-charge iſſuing out of *Blackacre* and *Whiteacre*, and then grants the ſame rent, and in truth it iſſues out of

(a) A leaſe for years will not paſs by a grant of *omnia terras et tenementa ſua* in deed; becauſe lands and tenements import freehold; but *contra* if one grant *omnes* *terras ſuas*, for thereby a leaſe for years will paſs. *Bro. Grant.* 135.

Blackacre

Blackacre only; or if he recites that it iſſues out of one acre when in truth it iſſues out of both; in both theſe caſes the grant is good notwithſtanding theſe miſtakes. *Perk.* § 72.

If one be patron of the church of *St. Peter* and *Paul* in *D.* and he grants the next preſentation of the church of *St. Peter*, or of the church of *St. Paul*; theſe are void grants to paſs the preſentation. *Bro. Grant* 12.

If one grants a rent out of *Whiteacre* by the name of a rent out of *Blackacre*; this grant is void as to charge *Whiteacre*. *Perk.* § 79.

If one has a manor called *Steeple Lavington*, and he grants it by the name of *Weſt Lavington*, alias *Steeple Lavington*, by the *alias*, eſpecially if the grant ſays *lying in Lavington*, and the manor of *Steeple Lavington* lies in that pariſh, and the grantor hath no other land there, it may be good. *Per* C. J. *Hutton* and *Yelverton*, *M.* 3 *Car. C. B.* in *Edward Crew's* caſe. See 2 *Leon.* 205.

If one grants all his lands which he has in *D.* in this manner, *all my lands in* D. *which I had of the grant of* J. S. this is a good grant of all his lands in *D.* although he had them not of the grant of *J. S.* but of the grant of another: but if the words be, *all my lands which I had by the grant of* J. S. *in* D. in this caſe the grant is not good to carry any other lands in *D.* but ſuch as he had of the grant of *J. S.* Agreed *Mic.* 2 *Jac.* in *Brown's* caſe.

So if one grants in this manner, *all my manor of* Sale *in* Dale *which I had by deſcent*; and in truth he had it not by deſcent but by purchaſe; this is a good grant of the manor. So if one grants all his lands in *Dale*, and ſays no more; this is a good grant to paſs all his lands there. But if one grants in this manner, *all my lands in* Dale *which I had by deſcent from my father*; (*b*) and in truth he had them not by deſcent but by purchaſe; this grant is void, and will not paſs thoſe lands. *Plow.* 369, 395. So was the opinion of C. J. *Popham*, 2 *Jac. B. R.*

So if I grant in this manner, *all my lands that I had by the attainder of* J. S. and in truth I had no land by that means: this grant is void. *Dyer* 87.

And if I grant after this manner, *all my lands in* B. *in the tenure of* D. *which I had of the gift of* J. S. and in truth it lies in *B.* and is in the tenure of *D.* but it was not purchaſed of *J. S.* this is a good grant to paſs the land. Adjudged *Mic.* 2 *Jac Brown's* caſe.

If a *pariſh* lies in two *counties*, viz. *Berks* and *Wilts*, and one grants in this manner, *all his cloſe called* Callis *in the pariſh of* Hurſt *in the county of* Berks; and in truth the cloſe lies in the county of *Wilts*; this is a good grant to paſs the cloſe. But if one grants in this manner, *all his houſes in the pariſh of* St. Buttolph's extra Aldgate, *late in the tenure of* R. where in truth he has no houſes there, but he has ſome houſes in *St. Buttolph's extra Aldersgate*; this is a void grant. And yet if the grant be in this manner, *all that my houſe in the occupation of* J. S. *in* St. Andrew's *pariſh*; whereas in truth it is in the pariſh of *K.* but in the occupation of *J. S.* this grant is good to paſs the houſe. But if it be thus, *all that my houſe in* St. Andrew's *pariſh in* Holborn, *in the occupa-*

(*b*) *Contra* if it were "which he had by deſcent from his ſon" for there the grantee ſhall have all his lands in *Dale*; becauſe the further deſcription is impoſſible. *Plowd. Comm.* 170.

tion

in of J. S. and in truth it is in another parish, but in his occupation; the grant is not good to pass the house. *Dyer* 299. 3 *Co.* 10.

A by deed granted his hundred and manor of *Odyham* in *Hampshire*, and his manor of *Working* in *Surry*, and all his manors, lands and premises in *Odyham* and *Working* aforesaid; whereupon the question was, whether the grantor's manor of *Hartlerow*, which was within the hundred of *Odyham*, but not within the manor of *Odyham* or *Working*, shall pass by this deed. And *per* lord chancellor *King*—An hundred being a franchise consisting of a court called the hundred court, and usually has the return of writs, and by such grant the franchise passes, and not all the grantor's lands; wherefore by the word (*hundred*) the manor of *Hartlerow* not being named in the grant, does not pass. 2 *Vern.* 399, 400.

If one grants in this manner, *my manor of* Dale *which appeareth by survey to be of the value of* 10 *l.* per ann. and in truth in the office found at 20 *l. per ann.* this grant is good notwithstanding this mistake. *Per Fanfield, Hil.* 2 *Jac. B. R.*

If one grants in this manner, *all my manor of* W. *late parcel of the possessions of the abbot of* S. *and late in the possession of* K. and in truth it never was in the possession of *K.* this grant is good notwithstanding. If the grant be thus, *omnia illa terras, &c. in tenura* J. S. *jacen' in* W. *super prioratui de* S. *spectan';* and in truth the land lies in *S.* and not in *W.* this is no good grant to pass the lands in *S.* And if the lands lie in *W.* but are in the tenure of *J. D.* and not in the tenure of *J. S.* the grant is void to pass the lands in the occupation of *J. S.* 1 *Jac. B. R.* 2 *Co.* 32, 33. (*a*)

If one purchases lands of *J. S.* in *T.* and has no other land there, and he grants his land in *T.* late the land of *R. S.* or late the land of *S.* and mistakes or omits the christian name; this grant is good notwithstanding this mistake. And so also it is where there is a blank left for the christian name. And if in this case he grants *all his lands in* T. and has no more; this is a good grant to pass the land. And if one grants *all his lands in* D. *called* N. *which were the lands of* J. S. this is a good grant to pass the lands called *N.* though they were never the lands of *J. S.* But if the grant be *of all his lands in* D. *which were the lands of J. S.* by this none but those lands that were the lands of *J. S.* will pass. *Dyer* 376. *Bro. Grant* 92.

If one grants in this manner, *all my meadow in* D. *containing ten acres*; whereas in truth his meadow there contains twenty acres; this is a good grant for the whole twenty acres. So if one grants thus, *all those forty-seven acres of land by the sleight, whereof fifteen lie in* D. *twenty in* E. *and twenty-five in* F. and in truth all of them lie in *F.* and none of them in *D.* or *E.* this is a good grant to carry the whole forty-seven acres. *Dyer* 80.

(*a*) The principle upon which cases of this nature depend, seems to be this; a thing be once well and fully named with certainty, although other circumstances material be mistaken, as the town in which a house is situated, or the tenant whose occupation it is, or whose possession it is, yet the grant shall be good. But if the thing, granted be only described by the circumstances attending it, so that it is only to be known by the generality of the description, there, if any of the particulars fail, the grant will be void.

If

If of grants twenty loads of wood, and ſays in this grant, *for which twenty loads of wood he had ſixteen loads by the grant of his father* J. S. and in truth *J. S.* did not grant any wood to him at all, or did not grant unto him ſixteen loads only; this is a good grant of the twenty loads of wood notwithſtanding this falſe recital. *Bro. Grant* 69.

If one grants his manor of *D.* and does not ſay in what town or towns it lies; this is a good grant. But it is beſt to ſay in what towns the manor does lie; but if it lies in divers places (as it may) and any of the places into which it goes be omitted, and the reſt are ſet down, no part of the manor lying in the town that is not expreſſed will paſs. *Bro. Grant* 53. 7 *H.* 4 14. (*a*)

If one grants a manor, and that which is but one manor, by the name of *the manor of* A. *and* B. this is a good grant of the manor. And ſo alſo it is if it be two manors; as if a man be ſeiſed of the manors of *Ryton* and *Conder* in the county of *Salop*, and he grants in this manner, *totum illud manerium de Ryton & Conder cum pertinen. in com. Salopiæ*; this is a good grant of both the manors; otherwiſe it is in caſe of the king *Co.* 46.

If one has a farm of land, meadow, *&c.* by leaſe called *Hodges*, lying within the pariſhes of *St. Stephen* and *St. Peter* in *St. Albans*; and he reciting the ſaid leaſe, grants to *C.* his term and intereſt in the houſe, lands, *&c.* called *Hodges* in the pariſh of *St. Peter* in *St. Albans*; this grant is good only for ſo much as lies in the pariſh of *St. Peter*, and not for that which lies in *St. Stephen*'s. But if he grants the farm, and does not ſay in what pariſh it lies; this is a good grant of the whole farm; as in the caſe before of a manor that lies in divers pariſhes. And if in the caſe here the farm lies within the pariſh of *St. Peter* only, the grant is good for the whole farm. If one recites, that whereas he hath ſuch lands by forfeiture, or whereas ſuch a one has an eſtate of his land, or whereas the grantee hath paid him 10*l* or done him ſuch ſervice, or the like, and theſe things are not true, and afterwards he grants the land by apt words; this miſtake in theſe caſes will not hurt the grant. But otherwiſe it is in caſe of the king in ſome of theſe caſes. *Per Cur. C. B. int. Ptat* and *Sleep*, *Paſ.* 9 *Jac* *Bro. Grant* 53.

If one has a manor in which he has parks and fiſh ponds, and he grants the manor for life, except the game and fiſh, and after grants the reverſion of the manor; this is a good grant of the game and fiſh alſo. 11 *Co.* 50. (*b*)

If a grant be of *centum libratas terræ*, or 50 *libratas terræ*, or of *centum ſolidat. terræ*; theſe are good grants, and hereby paſſes land of that value, and ſo of more or leſs *Co. Lit* 5.

If a grant be of an acre of land covered with water, it is good. *Co. Lit.* 4.

(*a*) If one grant the ſcite of a manor, with all his lands to the ſaid manor appurtenant, hereby all the demeſne lands paſs; but if it were with all the land appertaining to the ſcite, nothing paſſes but the manor-place *Owen* 51.

(*b*) A man preſcribes to have common appurtenant to the manor of *B.* for all his beaſts *levant* and *couchant* upon it, and grants this common to *A.* And the queſtion was, whether this grant was good or not? And it was adjudged that he could not grant over, for he had it *quaſi ſub modo*, to wit, for the beaſts levant. *&c.* But common appurtenant for beaſts may be granted over, *Drury* v *Kent.* 2 *Car.* 15. *pl.* 19.

If

If a grant be of a certain portion of land or tithes, or of the fourth part of land or tithes, and there be a ſufficient certainty in the deſcription of it; this grant is good. And therefore if the grant be of the fourth part of the tithes and of the offerings of the church of *St. Peter*; this is a good grant. *Dyer* 84. 34 *Ed.* 3.

If one ſeiſed of an *advowſon* in fee, grants to *J. S* that as often as the church is void he ſhall name the clerk to the grantor, and he ſhall preſent him to the ordinary; this is a good grant of the advowſon. *Br. Grant* 101, 121.

A *reverſion* may be granted by the name of a remainder, or a *remainder* by the name of a reverſion, and ſuch a grant is good; as if one grants lands to *J. S.* the reverſion to *J. D.* this is a good grant of the remainder. *Dyer* 46. *Plow.* in *Hilt* and *Grange*'s caſe.

If one makes a leaſe of land to huſband and wife for their lives, and after grants the reverſion of this by the name of the reverſion of the land which the wife holds for life; this grant is void. So if one grants it to two for life, and after grants the reverſion of one of them; this is void. *Fitz. Grant* 63.

A falling or griſt mill may be granted by the name of a mill only. *Br. Aſſ. pl.* 23.

If one grants in this manner, *all that his meſſuage*, &c. *and all the land, meadows and paſtures thereunto belonging*; this is a good grant, and certain enough to paſs all the lands, meadows and paſtures, uſually occupied therewith. 27 *H.* 6. 2. *Plow.* 164. *Bro. Leaſe* 55. Incertainty.

If the lord grants his manor by the name of *his manor with a reverſion of all his tenants*, or by the name *of the reverſion of all his tenants bond and free which hold for life or years*, and does not name them by their particular names; theſe grants are good in theſe caſes, and certain enough. *Fitz. Grant* 68. *Perk.* § 68.

If one grants land, and ſays not in what pariſh, county or village it lies; yet if there be any other matter to deſcribe it, it ſeems the grant is good enough, and it may be averred where it lies. But if there be no circumſtantial matter in the grant to denote and decypher out where it lies, the grant is void for uncertainty. And therefore if one grants his manor of *Dale*, or his lands in the occupation of *J. S.* or his lands that deſcended to *J. S.* or his lands that belonged to the priory of *S.* or the like; theſe are good grants, and certain enough. *Id certum eſt quod certum reddi poteſt. Bro. Grant* 53. 9 *Co.* 47. Place.

If there be a tenant for life of three houſes and four acres of land, and he in reverſion grant the reverſion of two houſes and of two acres of this land; this is a good grant, and has ſufficient certainty in it. *Perk.* § 73.

If a grant be incertain altogether, and has not ſufficient certainty in it, and cannot be made certain by ſome matter *ex poſt facto*, it is void. And therefore if there be lord and tenant of three acres of land by fealty, and 12 *d.* rent, and the lord grants the *ſervices of a third acre* to a ſtranger; this grant is merely void. *Perk.* § 67.

So if huſband and wife hold an acre of land jointly of *J. S.* for their lives, and *J. S.* grants the reverſion of an acre of land which the huſband alone holds for life; this grant is void. So if there be lord and three jointenants, and the lord grants the ſervices of one of them to a ſtranger; this grant is void. *Perk.* § 68, 69.

So if one has twenty tenants that pay him 12 *d.* a-piece rent, and he

grants 5 *s.* yearly out of theſe rents, and does not ſay of what tenant; this grant is void for incertainty. 9 *H.* 6. 12.

So if conuſance of pleas be granted, and it is not ſaid before whom; this is utterly void. So if one has two tenements, and grants the reverſion of one of them, and does not ſay which; this is void for incertainty. 44 *Ed.* 3. 17. *Bro. Grant* 52.

So if one grants *eſtovers* to another, and ſays not what nor how; this is void. So if one grants me ſo many of his *trees*, or of his *horſes*, as may be reaſonably ſpared; this grant is void. And yet if one grants me ſo many of his *trees* as *J. S.* ſhall think fit; it ſeems this grant is good. *Dyer* 91.

And if one grants me one hundred loads of wood to be taken by the aſſignment of the grantor, or to be taken by the aſſignment of *J. S.* theſe are good grants. So if one grants me three acres of *wood* towards the North ſide of the wood; this is a good grant, and certain enough. 5 *Co.* 24.

If one grants to one of the children of *J. S.* and *J. S.* has more than one, and he does not deſcribe which he intends; this grant is void for incertainty. *Bro. Done* 311.

If one grants to me a *rent or a robe, twenty ſhillings or forty ſhillings*, or *common of paſture or rent*, in the disjunctive, which is at firſt very uncertain; yet this grant may become good; for if I make my election, or be paid the rent, or perform the grant in either part; the grant is now become good. 9 *Ed.* 4. 36. *Perk.* § 74.

Election

So if one be ſeiſed of two acres of land, and he leaſes them for life, the remainder of one of them, and does not ſay of which, to *J. S.* in this caſe if *J. S.* makes his *election* which acre he will have, the grant of the remainder to him will be good. So it is when a man has ſix horſes in his ſtable, and he grants to me one of his horſes, but does not ſay which of them; in this caſe I may chuſe which I will have; and in theſe caſes when I have made my election, and not before, the grant is good. And if in theſe caſes the grantee does not make his election during his life, the grant will never be good. *Perk.* § 76.

If one be ſeiſed of land, and leaſes it for years, rendering 10 *s.* rent, and after he grants a rent of 10 *s.* out of this land to a ſtranger; in this caſe although there be ſome incertainty in the grant, yet this is a good grant of a rent of 10 *s.* but it ſhall be taken as a grant of a new, and not of the old rent, and therefore ſhall not take effect until the particular eſtate be ended. *Bro. Grant* 77.

(O) *Of the Commencement and Limitation of the Eſtate granted.*

IN ſome caſes, although there be in a grant a good grantor and a good grantee, and a thing granted, and all theſe are duly and certainly deſcribed, yet the grant may be void for ſome fault in ſome other thing touching the grant; as,

Firſt, *In the Commencement of the Eſtate granted.*

For if a man be poſſeſſed of a term of years, although it be an hundred years or upwards, and grants to another all the reſidue of his term

or

of years that ſhall be to come at the time of his death; this grant is void for incertainty. (*a*) And yet if a man poſſeſſed of ſuch a term in land, grants the land to another, to have and to hold to him after the death of the grantor fifty years, or for two hundred years; theſe are good grants; and in the firſt caſe the grantee ſhall have fifty years, if there be ſo many to come of the term of one hundred years at the death of the grantor; and in the laſt caſe the grantee ſhall have the land for whole one hundred years, or ſo many of them as are to come at the death of the grantor. *Bro. Grant* 154. *Co.* 155. *Plow.* 520.

If one grants any thing that lies in livery or in grant, and that is *in eſſe* at the time of the grant in fee-ſimple, fee-tail or for life, and the eſtate begins at a day to come; this for the moſt part is void. However in ſome caſes the livery of ſeiſin will help it. But a leaſe for years to begin *in futuro* is good enough. *Dyer* 58. 5 *Co.* 1.

And if a leaſe be made to one for year, or for years determinable upon deaths; and after a leaſe is made to another of the ſame thing, to have and hold from the end of the former leaſe; this is a good leaſe, and the commencement certain enough. So if a leaſe be made of land to one for life, and after the reverſion thereof is granted to another for life, *ſi ante mortem vel alio modo vacare contigerit*; this is good. *Paſ.* 7 Jac. Dennis's caſe.

So if a leaſe be made to one for twenty years, if he lives ſo long, and after a leaſe is made to another, *habendum* after the end of the term granted to the leſſee for twenty years, to be accounted from the date of the deed laſt made; this is a good grant for twenty years after the firſt is ended, and the words, *to be accounted*, &c. ſhall be rejected. 7 Jac. C. D. *Craddock*'s caſe.

And if one grants a rent to me, *habendum* from the time of my full age for my life, and I am at full age at the time of the grant; this grant is good for my life.

If a feme ſole has a leaſe for years, and takes a huſband, and then he in reverſion grants the land to another, *habendum* after the term granted to the huſband, &c. where in truth it was never granted to the huſband by an act of law, *viz.* the marriage; yet this is a good leaſe. *Plow.* Com. 6 Co. 36.

Secondly, *In the Limitation of the Eſtate, or in the* Habendum *of the Grant.*

If a grant be to two *& hæredibus*, without *ſuis*; this is void for incertainty; and yet a grant to one *& hæredibus*, is good. 22 *H.* 6. 15. Plow. 28.

And if a man grants two acres, to have and to hold, the one in fee-ſimple, the other in fee-tail, or the one in fee-ſimple, and the other for life, and does not ſet down which in fee-ſimple, &c. in certain; yet this grant is good, and the grantee has the *election*. And yet if one

(*a*) *Vid. contra* 1 *Rolle Abr.* 843. *pl.* 1.

grants two acres to two men, *habendum* the one to the one and the other to the other, and ſays not which either of them ſhall have; this is void for incertainty. *Perk.* § 75, 77. *Plow.* 152.

And if one has a reverſion of land after a leaſe for years, and grants the land, *habendum* the reverſion, or grants the reverſion, *habendum* the land; this is good. 10 *Co.* 107. *Plow.* 147.

(P) *What may or may not be granted by the ſame Deed.*

IF one grants his reverſion of land to one, and by the ſame deed grants a rent out of the ſame land to another, and delivers the deed to both of them at one time; this is good, and ſhall enure firſt as a grant of the rent to one, and then as a grant of the reverſion to the other. *Plow.* 540.

If one conveys land to another and the grantee by the ſame deed doth grant a rent or common to the grantor out of the ſame land conveyed; this is as good as if it were by another deed. *Dyer* 6.

(Q) *Of ſeveral Grants of the ſame Thing.*

IF a man has granted a thing once, he cannot afterwards grant it again; and therefore if a man gives or grants me a horſe, firſt by word of mouth, and after grants him to me by deed; this ſecond grant is void; and therefore if there be any fault in this grant in writing, it is not material. And if a man grants to me common of paſture without number in his ground, and after makes the like grant to another; this ſecond grant is void as to me, although it be good againſt the grantor. And if one grants the next preſentation (*a*) a church after the death of the preſent incumbent, and after grants the ſame to another; or makes a leaſe of land to one for ten years, and after makes a leaſe of the ſame land to another for the ſame ten years; or gives a horſe to one, and after gives the ſame horſe to another; in all theſe caſes the ſecond grant is void. But if the firſt grant or gift be only of part of the thing granted afterwards, or a part of the time only, the ſecond grant will be good for the overplus. And therefore if one be ſeiſed of a manor, and demiſes ten acres of the demeſne for ten years, and after demiſes the

(*a*) But if a man ſeiſed of an advowſon in fee, take a wife, now by act in law the wife is intitled to a third preſentation, if the huſband dies before her; and yet, if the huſband grants the third preſentation to another, and dies, the heir ſhall preſent twice, the wife ſhall have the third preſentation, and the grantee the fourth: for in this caſe, it ſhall be taken the third preſentation which he might lawfully grant; and ſo note a diverſity between a title by act of law, and by act of the party, for the act of law will work no prejudice to the grantee; but in caſe of the act of the party, the grantee ſhall not have the ſecond avoidance by conſtruction to have the *next* avoidance which the grantor might *lawfully* grant; for the grant of the next avoidance does not import the ſecond preſentation. *Preſentments al Eglife. Br.* 52. *Dyer* 282, 283. *Co. Lit.* 378. *b. Cro. Eliz.* 790, 791. *Dyer* 38.

whole

whole manor to another for twenty years; this is a good grant for the overplus of the manor beſides the ten acres preſently, and for the whole manor for the laſt ten years. So if the ſecond grant be to begin after the firſt is determined, it is good. And if the ſecond be ſuch as may be ſtanded and not impeach the former, both ſhall ſtand good. And therefore if one that has an advowſon grants the next preſentation to one, and after he grants the next preſentation to another, and does not ſay *after the death of the incumbent*; in this caſe the ſecond grant is good, and the grantee thereby ſhall have the ſecond avoidance after the death of the preſent incumbent. *Dyer* 35, 350. *Perk.* § 102. *Lit.* § 298.

(R) *Of Omiſſions of Ceremonies, &c. required in Grants.*

IN ſome caſes, although there be no fault in the grant, yet it may become void for want of ſome other matter that ought to be done, as *inrolment, livery of ſeiſin, attornment*, &c. for where any of theſe things is requiſite, the grant is not good until it be had, neither for that thing which will not paſs without that ceremony, nor yet for that which otherwiſe would paſs by the deed. And therefore if a feoffment be made of a manor to which an advowſon is appendant, and no livery is made, ſo that the manor does not paſs, the advowſon will not paſs neither. 21 *E.* 7. 5.

(S) *What ſhall be ſaid a good Grant in the Nature of a Releaſe or Diſcharge, or not.*

IF one makes a feoffment with warranty, and after the feoffee grants to the feoffor, that neither he nor his heirs ſhall vouch the warrantor or his heirs upon the warranty; this is a good diſcharge of the benefit of voucher, and bars the feoffee of it; and yet he may bring a *warrantia chartæ* ſtill. So if one grants to me a rent charge, and afterwards I grant to him that he ſhall not be ſued for the rent; this is a good grant to bar me of bringing an annuity for the rent; and yet I may diſtrain for the rent ſtill: And ſo *e converſo*, if I grant to the grantor, he ſhall not be diſtrained for the rent; by this I am barred of a diſtreſs, but not of bringing an annuity for the rent. So if the lord grants to his tenant holding by knight's ſervice, that his heirs ſhall not be in ward, *&c.* or a man grants to his debtor that he will not ſue him for the debt at all, or until ſuch a time; or one grants to his leſſee for life or years, that he ſhall not be impeached for waſte; all theſe are good diſcharges, and may be pleaded by way of bar to avoid circuity of action. 7 *H.* 6. 14 21 *H.* 7. 23. *Perk.* § 69. *Bro. Grant* 175. *Kelw.* 88.

(T) *Of void Grants.*

IN ſome caſes a grant or gift may be void, at leaſt to ſome perſons and purpoſes, when there are none of the defects aforeſaid in it: as when

when it is made upon a corrupt contract, or to the end to defraud creditors of their debts, or purchaſers of their lands bought, or the like.

(U) *How Grants ſhall be conſtrued.*

EVERY grant and covenant ſhall be taken moſt ſtrongly againſt him who makes it, becauſe he is preſumed to receive a valuable conſideration for what he parts with. 2 *Roll. Abr.* 56.

And if it cannot take effect as to the parties, it ſhall take effect as it may, rather than the deed or grant ſhall be void. *T. Raym.* 142. Or by another way than what the parties deſigned. *Lucas* 35.

And if the words have a double ſignification, this ſhall extend to the diſadvantage of him who ſpeaks them, and ſhall be conſtrued moſt to the advantage of the other. *T. Raym.* 142.

Grants muſt be conſtrued in this manner:

Firſt, They muſt be beneficial to the taker.

Secondly, They are never void where the words may be applied to ſome intent.

Thirdly, The words muſt be conſtrued according to the intent of the parties, and not otherwiſe. *Plow.* 160. *b.*

The law will never make any conſtruction againſt the purport of a grant to the prejudice of any, or againſt the meaning of the parties. *Co. Lit* 313. *a.*

Where the grant is impoſſible to have effect according to the letter, there the law makes ſuch a conſtruction as the grant by poſſibility may take effect. *Co. Lit.* 183. *b.*

PRECEDENTS OF

Grants.

A Grant of Reverſion.

THIS *Indenture*, made, &c *Between J. F. &c.* of the one part, and *R. C.* of, *&c.* of the other part, *Witneſſeth*, that the ſaid *J. F.* for and in conſideration of the ſum of, *&c. Hath* granted, bargained and ſold, and by theſe preſents *Doth* fully, clearly and abſolutely grant, bargain and ſell unto the ſaid *R. C.* his heirs and aſſigns for ever, *All that* his right, title, uſe, intereſt, reverſion, and remainder, of and in all and ſingular, *&c.* now or late in the tenure or occupation of, *&c.* which ſaid meſſuage and other the premiſſes with the appurtenances *J. F.* hath, ſhould or ought to have, by and after the deceaſe of *A. B.* brother of the ſaid *J. F.* which ſaid meſſuages, *&c. R. B.* father

of

of the ſaid *A. B.* deceaſed, by his laſt will and teſtament, deviſed, willed and bequeathed unto the ſaid *A. B.* for and during the natural life of the ſaid *A. B.* and the immediate reverſion or remainder thereof, to the ſaid *J. F.* and his heirs for ever, together with all deeds, evidences, charters, reſcripts, writings and muniments, which he the ſaid *J. F.* or any other to his uſe, or by his conſent or delivery, have or hath, touching or concerning the ſaid meſſuage, *&c.* or any part thereof: All and ſingular which ſaid deeds, evidences, charters, *&c.* the ſaid *J. F.* hath already delivered unto the ſaid *R. C.* at and before the enſealing and delivery of theſe preſents; *To have and to hold* the ſaid reverſion and remainder, and all eſtate, right, title, intereſt, *&c.* of the ſaid *J. F.* of, in and to the ſaid meſſuage, *&c.* before by theſe preſents granted, bargained and ſold, or meant, mentioned or intended to be hereby granted, bargained and ſold, and every part thereof, immediately from and after the deceaſe of the ſaid *A. B.* unto the ſaid *R. C.* his heirs and aſſigns for ever; *And* the ſaid *J. F.* for himſelf, *&c.* doth covenant, *&c.* that the ſaid *J. F.* at the day of the date of theſe preſents, is lawfully ſeiſed of and in the reverſion and remainder of the ſaid meſſuage, *&c.* immediately from and after the deceaſe of the ſaid *A. B.* of a true and perfect eſtate of inheritance in the law in fee to his own uſe, without any manner of condition, mortgage or redemption: *And further*, that the ſaid reverſion or remainder of the ſaid meſſuage, *&c.* from, by and after the deceaſe of the ſaid *A. B.* and at the day of the date hereof, are and be, and ſo at all times from henceforth ſhall be and continue, free, clear and clearly acquitted, exonerated and diſcharged and ſaved harmleſs by the ſaid *J. F.* his heirs, executors and adminiſtrators, of and from all and every former and other bargains, ſales, gifts, grants, leaſes, ſtatutes merchant and of the ſtaple, recognizances, jointures, dowers, wills and of rents, and of and from all and all manner of incumbrance or demand whatſoever, had, made, committed or done by him the ſaid *J. F.* or any other perſon or perſons, by his authority and procurement. *In Witneſs* whereof, *&c.*

A ſhort Grant of an Annuity by Deed Poll.

TO *all* Chriſtian people to whom theſe preſents ſhall come, *A. B.* of *G.* in the county of *S* Eſq. ſendeth greeting. *Know ye*, that the ſaid *A. B.* for divers good cauſes and conſiderations him hereunto moving, *Hath* given, granted and confirmed, and by theſe preſents *Doth* give, grant and confirm unto *E. T* and *G* of, *&c. one annuity* or yearly rent of five pounds of lawful money of *Great Britain*, to be well and truly paid unto the ſaid *E. T.* and his aſſigns, from and immediately after the deceaſe of the ſaid *A. B.* out of all and ſingular that and thoſe the meſſuages, lands and tenements, with their and every of their ſeveral and reſpective appurtenances, ſituate, lying and being in *P.* late in the poſſeſſion of *L. M.* called or known by the name of *H.* tenement; *To have and to hold*, receive, perceive and take the ſaid annuity or annual rent of *5 l.* by the year to him the ſaid *E. T.* and his aſſigns, from and immediately after the death of the ſaid *A. B* for and during the term of ſixty years, if the ſaid *E. T.* ſhall ſo long live, the ſame to be had, taken, received

Conſideration.
Grant.

Habendum for 60 years, if grantee ſo long lives.

received and paid by and to to him the ſaid *E. T.* and his aſſigns, at t
feaſt days of St. *Martin*, and *Pentecoſt*, by even and equal portion
the firſt payment thereof to begin and take commencement at ſuch of t
ſaid feaſts as ſhall firſt and next happen after the deceaſe of the ſaid *A.*
&c. with a clauſe of diſtreſs, *&c.* as in the next grant.

Clauſe of diſtreſs.

*A Grant of an Annuity, to commence after Death of Grantor, by Inde
ture, with Power of Revocation.*

THIS *Indenture*, made, *&c. Between R. M.* of *S.* *&c.* of t
one part, and *M. N.* one of the younger ſons of the ſaid *R. M*
&c. of the other part, *Witneſſeth*, That the ſaid *R. M.* as well b
force, virtue and power, and according to the tenor and liberty of ou
proviſo or clauſe in that behalf mentioned or ſpecified, in one pair o
indentures, bearing date, *&c.* made between the ſaid *R. M.* of the on
part, and *T. R.* of, *&c.* of the other part, as otherwiſe, *Hath* give
granted and confirmed, and by theſe preſents *Doth* by the liberty an
power aforeſaid, give, grant and confirm unto the ſaid *N. M.* and hi
aſſigns, *one annual* or yearly rent of 10 *l.* of good and lawful money o
Great Britain, to be iſſuing out of all and ſingular the manors, lands
tenements and hereditaments of the ſaid *R. M.* ſituate, lying and bein
in *D.* or elſewhere in the county of *C. To have and to hold* the ſaid an
nual or yearly rent of 10 *l.* unto the ſaid *N. M.* and his aſſigns, fro
and immediately after the deceaſe of the ſaid *R. M.* for and during th
natural life of the ſaid *N. M.* the ſame to be paid at the two ſeveral feaſ
days of the Annunciation of the Bleſſed Virgin *Mary*, and St. *Michae*
the Archangel, by even and equal portions; the firſt thereof to begi
at ſuch of the ſaid feaſts as ſhall firſt happen next after the deceaſe o
the ſaid *R. M.* *And* if it ſhall happen the ſaid annuity or annual rent
of 10 *l.* or any part thereof ſhall be behind or unpaid in part, or in all, a
any of the ſaid feaſt days in which it ought to be paid as aforeſaid, be
ing lawfully demanded, that then, and ſo often it ſhall and may be law
ful to and for the ſaid *N. M.* and his aſſigns, into any the manors, lands,
tenements and hereditaments of the ſaid *R. M.* or into any part or par
cel thereof, to enter and diſtrain for the ſaid annuity or annual rent of
10 *l.* or ſuch part thereof as ſhall ſo happen to be behind in arrear, or
unpaid, and the diſtreſs or diſtreſſes there found, to take, drive, lead
or carry away, and to detain, hold and keep, until the ſaid *N. M.* of
the ſaid annuity or rent, of 10 *l.* with the arrearages thereof, if any
ſuch be, ſhall be fully ſatisfied and paid. *Provided nevertheleſs* and up
on condition, that if the ſaid *R. M.* ſhall, at any time during his natu
ral life, pay or tender unto the ſaid *N. M.* or to any other perſon or per
ſons, the ſum of twelve pence or more, of lawful money of *Great Bri
tain*, with intent and of purpoſe to revoke, make fruſtrate or make void
the ſaid annual rent, or the grant thereof, that then and from thence
forth this preſent deed, and all and every the gift, grant and limitation
of the rent aforeſaid, and the ſaid annual or yearly rent, ſo by theſe pre
ſents given, granted or mentioned to be granted, ſhall ceaſe and be
void, fruſtrate and of no farther force or effect in the law; any thing in
theſe

Conſidera-tion.

Grant.

Habendum. After life of grantor for grantee's life.

Clauſe of diſtreſs.

Power of re-vocation.

theſe preſents contained to the contrary in any wiſe notwithſtanding. *In Witneſs*, &c.

A Grant of an Annuity or Rent for Years.

THIS *Indenture*, made &c. *Between J. F.* &c. of, &c. of the one part, and *R. C.* of, &c. of the other part, *Witneſſeth*, that ſaid *J. F.* for and in conſideration of the ſum of 100 *l.* of lawful ney of *Great Britain*, to him paid by the ſaid *R. C.* before the en- ing and delivery thereof, the receipt whereof he doth hereby acknow- e, and thereof doth by theſe preſents for ever acquit and diſcharge ſaid *R. C* his executors, adminiſtrators and aſſigns, *Hath* given, nted and confirmed, and by theſe preſents *Doth* give, grant and con- , for him and his heirs, unto the ſaid *R. C.* his executors, admini- rs and aſſigns, *one annuity* or yearly rent-charge of 40 *l.* of law- ney of *Great Britain*, to be iſſuing and going out of all thoſe lands, with their and every of their appurtenances in *B.* in the county of *To have and to hold*, perceive, receive and take the ſaid annuity or rent-charge of, &c. unto the ſaid *R. C.* his executors, admini- rs and aſſigns, from the day of the date of theſe preſents, for and ing the full term of twenty years now next enſuing, and fully to be ded and ended, if the ſaid *R. C.* ſhall ſo long live, to be paid at four moſt uſual feaſts or terms in the year; that is to ſay, at the feaſt of, by even and equal portions. *And* the ſaid *J. F.* for himſelf, his heirs, cutors, adminiſtrators and aſſigns, and for every of them, doth cove- , promiſe and grant, to and with the ſaid *R. C.* his executors, admini- rs and aſſigns, that if the ſaid yearly rent of, &c. ſhall happen to be behind and unpaid in part or in all, for the ſpace of ten days after any of the days before limited for the payment thereof, being lawfully demand- d, that then he the ſaid *J. F.* his, &c. ſhall forfeit and pay unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, the ſum of 40 *s.* for every failure of payments of the ſaid annuity or rent-charge on the ſaid days before appointed for the payment of the ſame; *And alſo*, that it ſhall and may be lawful to and for the ſaid *R. C.* his executors, admini- rators and aſſigns, from time to time, from and after the ſaid feaſt days appointed for payment of the ſaid annuity or rent-charge, if the ſame be not then paid, to enter into and upon the, &c. and diſtrain, as well for the ſaid yearly rents as for the ſaid ſum or ſums of money which ſhall happen to be forfeited in manner and form aforeſaid. *And* the ſaid *J. F.* for himſelf, his, &c. doth covenant, promiſe and agree, to and with the ſaid *R. C.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. F.* at the time of the enſealing and delivery of theſe preſents, is ſole- ly, rightfully and abſolutely ſeiſed in his demeſne as of fee to his own proper uſe and behoof, without any manner of conſideration, limitation of any uſe or uſes to alter, change or determine the ſame, of and in the ſaid, &c. and all other the premiſſes above-named, with their appurte- nances, and of every part and parcel thereof; *And* that he now hath full power and lawful authority to charge all the ſaid premiſſes with the appurtenances, and every part thereof, with the ſaid annuity or yearly rent of, &c. in manner and form aforeſaid; *And alſo* that the ſaid, &c. and

Conſidera- tion.

Grant.

Habendum for years, if grantee lives.

To forfeit 40 *s.* for every failure in payment.

Clauſe of diſ- treſs for the annuity and forfeiture.

Grantor law- fully ſeiſed;

and hath power to grant.

That the premiſſes ſhall remain liable to diſtreſs. For further aſſurance for four years.

and all other the premiſſes now are, and at all times during the ſaid twenty years ſhall remain, continue and be liable (if the ſaid *R. C.* ſhall ſo long live) to the diſtreſs and diſtreſſes of the ſaid *R. C.* his executors, adminiſtrators or aſſigns, as the caſe ſhall require, for and concerning the ſaid yearly rent or penalties in theſe preſents before-mentioned. *And* the ſaid *J. F.* his executors or aſſigns, ſhall and will from time to time, and at all times during the ſpace of four years next enſuing the date hereof, at the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *R. C.* his executors, adminiſtrators or aſſigns, make, acknowledge and do, or cauſe to be made, acknowledged and done, all and every ſuch further reaſonable and lawful acts, thing and things, deviſe and deviſes in the law whatſoever, for the farther, more perfect and better aſſurance and conveyance of the ſaid annuity or yearly rent-charge of, *&c.* to the ſaid *R. C.* his executors, adminiſtrators or aſſigns, for and during the ſaid term of twenty years, if the ſaid *R. C.* ſhall ſo long live, according to the true intent and meaning of theſe preſents, as by the ſaid *R. C.* his executors or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. *In Witneſs* whereof the ſaid *J. F.* hath given and delivered unto the ſaid *R. C.* 5*s.* of lawful money of *Great Britain*, in the name of ſeiſin of the aforeſaid annuity or yearly rent-charge of, *&c.* before mentioned; *And alſo* the ſaid *J. F.* and *R. C.* have hereto interchangeably ſet their hands and ſeals, the day and year firſt above written.

A Grant of the Moiety of an Annuity during Life.

THIS *Indenture*, made, &c. *J. F.* of, *&c.* and *F. J.* of, *&c.* of the one part, and *R. C.* of, *&c.* of the other part, *Witneſſeth*, that the ſaid *J. F.* and *F. J.* for and in conſideration of the ſum of 800 *l.* of lawful money of *Great Britain*, to them in hand paid by the ſaid *R. C.* at or before the enſealing and delivery of theſe preſents, the receipt whereof, they the ſaid *J. F.* do hereby acknowledge, and thereof, and of every part thereof, do, and each of them doth releaſe, acquit and for ever diſcharge the ſaid *R. C.* his heirs, executors and adminiſtrators, and every of them by theſe preſents, *Have*, and each of them hath granted, bargained, ſold and confirmed, and by theſe preſents *Do*, and each of them doth, fully and abſolutely grant, bargain, ſell and confirm unto the ſaid *R. C. one annuity* or annual rent of 100 *l.* by the year, being the moiety or half part of one entire annuity or annual rent of 200 *l.* by the year, ariſing, due and payable unto the ſaid *J. F.* and *F. J.* out of the manor of *A.* or out of any part or parcel thereof; *To have and to hold* the ſaid annuity or annual rent of 100 *l.* herein before mentioned to be bargained and ſold, unto the ſaid *R. C.* and his aſſigns, from the, *&c.* laſt paſt before the date of theſe preſents, for and during the term of fourſcore years, if he the ſaid *R. C.* ſhall happen ſo long to live, in as large, ample and beneficial manner to all intents and purpoſes, as they the ſaid *J. F.* and *F. J.* or either of them now hath, ever had, or could, or might, or can, or may in any wiſe grant, bargain or ſell the ſame, to the only uſe and behoof of the ſaid *R. C.* and his aſſigns. *And* the ſaid *J. F.* and *F. J.* the ſaid annual

Conſideration.

Grant.

Habendum for 80 years.

rent

rent of 100*l.* herein before mentioned to be bargained and ſold, againſt themſelves and all other perſons lawfully claiming or to claim the ſame, or any party thereof, by, from or under them, or either of them, unto the ſaid *R. C.* and his aſſigns, ſhall and will warrant and defend by theſe preſents. *And* the ſaid *J. F.* and *F. J.* do for themſelves, and each of them doth for himſelf, their and his heirs, executors and adminiſtrators, and every of them, covenant, promiſe and grant to and with the ſaid *R. C.* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents in manner following, (that is to ſay) that they the ſaid *J. F.* and *F. J.* or one of them, for and notwithſtanding any act or thing by them heretofore done or ſuffered to the contrary, have or hath in themſelves, or one of them, at the time of their ſealing of theſe preſents, full right and lawful authority, to grant, bargain and ſell unto the ſaid *R. C.* and his aſſigns, the ſaid annual rent of 100 *l.* by the year, in ſuch manner and form as is herein before mentioned. *And further*, that the ſaid *R. C.* and his aſſigns, ſhall and lawfully may, during the ſaid term of 80, &c. if the ſaid *R. C.* ſhall ſo long live, peaceably and quietly have, hold, enjoy and receive, retain and keep the ſaid annual rent or ſum of 100 *l.* by the year before granted, without the lawful let, ſuit, trouble, denial or diſturbance of or by the ſaid *J. F.* and *F. J.* or either of them, or by any other perſon or perſons lawfully claiming, by, from or under them, or either of them, their or either of their eſtate, right or title. *And further*, that the ſaid bargained premiſſes were, are and be, and ſo ſhall remain and continue to the ſaid *R. C.* and his aſſigns, during the ſaid term of 80 years, if the ſaid *R. C* ſhall ſo long live, free and clear, and freely and clearly acquitted and diſcharged, or elſe by the ſaid *J. F.* and *F. J.* or one of them, their or one of their heirs, executors or adminiſtrators, ſufficiently ſaved harmleſs and indemnified of and from all former and other gifts, grants, bargains, ſales, leaſes, mortgages, dowers, ſtatutes, judgments, recognizances, titles, troubles and incumbrances whatſoever, at any time heretofore had, made, committed or ſuffered, by them the ſaid *J. F.* and *F. J.* or either of them. *And* the ſaid *J. F.* and *F. J.* do for themſelves, their heirs, executors and adminiſtrators, and every of them, covenant and promiſe to and with the ſaid *R. C.* his executors, adminiſtrators and aſſigns, and every of them by theſe preſents, that the ſaid *J. F.* and *F. J.* and all and every other perſon and perſons now having or lawfully claiming, or which ſhall or may hereafter have or claim any lawful eſtate, right or title in or unto the ſaid bargained premiſſes, or any part thereof, by, from or under them the ſaid *J. F.* and *F. J.* ſhall and will, at any time during the ſpace of five years next after the date of theſe preſents, if the ſaid *R. C.* ſhall ſo long live, at and upon the reaſonable requeſt, and at the proper coſts and charges in the law, of the ſaid *R. C.* and his aſſigns, make, acknowledge and execute to the ſaid *R. C.* and his aſſigns, all and every ſuch further and other lawful and reaſonable act and acts, deed, conveyance and aſſurance in the law whatſoever, for the better holding and enjoying of the ſaid 100 *l.* herein before granted, according to the true meaning of theſe preſents, as by the ſaid *R. C.* and his aſſigns, or any of them, or his or their counſel learned in the law, ſhall be deviſed, adviſed or required; ſo that ſuch perſon or perſons, who are to make ſuch further aſſurance as aforeſaid, be not therefore compelled to travel farther than to the cities of *London* or *Weſtminſter*, which ſaid other aſſurances, ſo to be had and made as aforeſaid, ſhall be

Covenant of Warranty.

Hath power to grant.

For quiet enjoyment.

Premiſſes ſhall continue free from incumbrances, &c.

For further aſſurance during 5 years.

be and enure, and ſhall be judged and taken to be and enure, and by the parties is hereby ſo declared, to the only uſe and behoof of the ſaid *R. C.* and of his aſſigns, and to no other uſe or purpoſe whatſoever.—*In Witneſs*, &c.

A Grant of Rent-Charge.

Conſideration. THIS *Indenture*, made, &c. *Between J. F.* of, &c. of the one part, and *R. C.* of, &c. of the other part, *Witneſſeth*, that the ſaid *J. F.* for and in conſideration of the ſum of, &c. to him in hand paid before the enſealing and delivery hereof, by the ſaid *R. C.* the receipt whereof he the ſaid *J. F.* doth acknowledge, and thereof, and of every part thereof, doth acquit and for ever diſcharge the ſaid *R. C.* Grant. *Hath* given, granted and confirmed, and by theſe preſents *Doth* give, grant and confirm unto the ſaid *R. C. one annuity* or yearly rent-charge, of, &c. to be had, taken and received, out of all and ſingular the meſſuages, &c. of the ſaid *J. F.* within the kingdom of *England*, to be paid at the four moſt uſual feaſts or terms in the year, (that is to ſay), *Habendum.* &c. the firſt payment thereof to be made and to begin on, &c. *To have, hold*, receive, take and enjoy the ſaid annuity or yearly rent-charge of, &c. unto the ſaid *R. C.* his, &c. from the day of theſe preſents, until Clauſe of Diſtreſs. the full end and term of, &c. *And* if the ſaid annuity or yearly rent-charge of, &c. ſhall happen to be behind and unpaid in part or in all after any of the ſaid feaſt days above limited for the payment of the ſame, the ſaid *J. F.* for himſelf, &c. doth covenant, &c. that then it ſhall and may be lawful to and for the ſaid *R. C.* his, &c. into all and ſingular the ſaid meſſuages, &c. or into any part thereof to enter and diſtrain both for the annuity aforeſaid, and the arrearages thereof, (if any be) and the diſtreſs and diſtreſſes then and there found and taken to keep and detain, until the ſaid annuity, and all arrearages thereof, ſhall be fully ſatisfied, contented and paid unto the ſaid *R. C.* his, &c. *And* the ſaid *J. F.* his, &c. ſhall and will from time to time, and at all times during the ſaid term of, &c. well and truly pay or cauſe to be paid to the ſaid *R. C.* his, &c. or ſome of them, the ſaid annuity or yearly rent of, &c. in manner and form aforeſaid, according to the true intent and meaning of theſe preſents. *In Witneſs*, &c.

Of an Annuity for Life out of a Real Eſtate and Demiſe of the ſaid Premiſſes for a Term of Years, as a Collateral Security.

Parties. THIS *Indenture Tripartite*, made, &c. *Between Z. B.* of, &c. and *T. M.* of, &c. gent. of the firſt part, *A. M.* of, &c. gent. of the ſecond part, and *J. E.* of, &c. hop-factor (a truſtee nominated Conſideration. by, for and on the behalf of the ſaid *A. M.*) of the third part, *Witneſſeth*, that for and in conſideration of the ſum of 300*l.* of, &c. to the ſaid *T. M.* in hand well and truly paid by the ſaid *A. M.* at, &c. the receipt, &c. and to the intent to ſecure payment of one annuity or yearly rent-

charge of 30*l.* to the ſaid *A. M.* and his aſſigns, during his life, in manner as herein after is for that purpoſe mentioned, and for divers good cauſes, &c. *He* the ſaid *Z. B. hath* given, granted and confirmed, and by theſe preſents he the ſaid *Z. B.* for himſelf and his heirs, *Doth* freely, clearly, and abſolutely give, &c. unto the ſaid *A.* and his aſſigns, during his natural life, one annuity, annual ſum or yearly rent-charge of 30*l.* *per ann.* of lawful money of *Great Britain*, to be yearly iſſuing, payable and going out of *all* that, &c. *To have*, perceive, levy, and yearly to take, receive and enjoy the ſaid annuity or yearly rent-charge of 30*l* unto and to the uſe of the ſaid *A.* and his aſſigns, for and during the term of his natural life, without any diminution or abatement whatſoever, for or in reſpect of any taxes, aſſeſſments or payments impoſed, or to be impoſed by any act of parliament made or to be made, or by another power or authority whatſoever, or by reaſon of any other matter, cauſe or thing whatſoever; the ſame to be paid and payable at or in the *Inner-Temple-Hall, London*, by quarterly payments, at or on the four moſt uſual feaſt days or times of payment in the year; (that is to ſay) at, &c. by four even and equal portions; the firſt of which quarterly payments to begin and be made on the —— now next enſuing the date of theſe preſents: *And* the ſaid *A. M.* and his aſſigns, doth grant and agree to and with the ſaid *A. M.* his heirs and aſſigns, by theſe preſents, in manner as follows; (that is to ſay) that whenever and as often as the ſaid annuity or yearly rent-charge of 30*l.* or any part thereof, ſhall be behind, unpaid, or in arrear by the ſpace of 20 days next over or after any of the ſaid feaſts or days whereon the ſame ought to be paid as aforeſaid, (although no demand thereof made) that then it ſhall and may be lawful to and for the ſaid *A. M.* and his aſſigns, into and upon all and ſingular the before mentioned meſſuages, &c. or any part thereof, to enter and diſtrain, the diſtreſs and diſtreſſes then and there found, to lead, drive, carry away and impound, and the ſame in pound to detain and keep, or otherwiſe to diſpoſe of the ſame as the law ſhall allow, until the ſaid annuity or yearly rent-charge of 30*l.* and all arrears thereof, and all coſts and damages to be ſuſtained by reaſon of non-payment thereof, according to the true intent and meaning of theſe preſents, ſhall be fully paid and ſatisfied; *And alſo*, that in caſe the ſaid annuity or yearly rent-charge of 30*l.* or any part thereof, ſhall at any time be behind or unpaid by the ſpace of 30 days next over or after any of the ſaid feaſts or days of payment whereon the ſame ought to be paid as aforeſaid, (although no demand made thereof as aforeſaid) that then and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *A. M.* or his aſſigns, into and upon the before mentioned meſſuages, lands, tenements, hereditaments and premiſſes, or any part or parts thereof, to enter and to have, hold, poſſeſs and enjoy the ſame, and to take and receive the rents, iſſues and profits thereof, to his and their own uſe and benefit, until thereby or therewith, or otherwiſe, he and they ſhall be fully paid and ſatisfied the arrears of the ſaid annuity, or yearly rent-charge of 30*l.* which ſhall incur or might have incurred, and all coſts, expences, loſſes and damages, which he or they ſhall be put unto or ſuſtain, by reaſon of non-payment thereof, at the times herein before mentioned for payment of the ſame. *And* the ſaid *Z. B.* doth hereby put the ſaid *A. M.* his aſſigns, during his life, in full poſſeſſion and ſeiſin of the ſaid annuity or yearly rent-charge of 30*l.* *per ann.* by the delivery of one piece of ſilver of 6*d.* to him the ſaid *A. M.* in the name of ſeiſin of the ſaid annuity or yearly rent-charge: *And this Indenture further witneſſeth*, that for the conſiderations aforeſaid, and to the intent for the

Grant.

Premiſſes, *Habendum.*

Clauſe of diſtreſs.

Re-entry. See this in a different manner in the next precedent.

Poſſeſſion and ſeiſin of an annuity.

A demiſe of the premiſſes charged for better ſecurity.

better and more effectually ſecuring payment of the ſaid annuity or
Conſideration. yearly rent-charge of 30 *l.* unto the ſaid *A. M.* and his aſſigns, during
his life, in manner as aforeſaid, and alſo for and in conſideration of the
Demiſe. ſum of 5 *s.* of, *&c.* to the ſaid *Z. B.* and *T. M.* in hand by the ſaid *J.*
E. at, *&c.* the receipt, *&c.* he the ſaid *Z. B.* and, at his requeſt, the
ſaid *T. M. Have*, and each of them *Hath* demiſed, ſet, and to farm
letten, and by theſe preſents (at the nomination and appointment of the
ſaid *A. M.* teſtified by his being a party to and executing hereof) *Do*
Parcels. and each of them *Doth* demiſe, ſet, and to farm let unto the ſaid *J. E.*
All and ſingular the herein before mentioned meſſuages, *&c.* hereby
charged with the ſaid annual ſum of 30 *l.* with their and every of their
Habendum. appurtenances, and the reverſion, *&c.* of the ſaid premiſſes; *To have*
and to hold the ſaid meſſuages, *&c.* and all and ſingular the ſaid hereby
demiſed premiſſes, with their and every of their appurtenances, unto the
ſaid *J. E.* his, *&c.* from the day next after the day of the date hereof,
for and during, and unto the full end and term of 99 years from thence
next enſuing, and fully to be compleat and ended, if he the ſaid *A.*
Reddendum. *M.* ſhall ſo long live; *Yielding and paying* therefore yearly, during the
ſaid term, the rent of one pepper corn only, (if the ſame ſhall be lawfully
demanded): *Provided always*, and upon this condition nevertheleſs,
Proviſo to be void ſo long as rent-charge is paid. that if the ſaid *Z. B.* his heirs or aſſigns, ſhall and do well and truly
pay or cauſe to be paid unto the ſaid *A. M.* and his aſſigns, during his
life, the ſaid annuity, yearly rent charge or annual ſum of 30 *l. per*
ann. at the ſeveral feaſts or days of payment herein before appointed for
payment thereof, and that without any ſuch deduction or abatement as
aforeſaid, according to the true intent and meaning of theſe preſents;
that then the demiſe and grant hereby made unto the ſaid *J. E.* ſhall
ceaſe, and be utterly void and of no effect; any thing herein contained
Covenants to pay the annuity. to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *Z.*
B. for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for
every of them, doth covenant, promiſe, grant and agree to and with the
ſaid *A. M.* his executors, adminiſtrators and aſſigns, by theſe preſents,
in manner as follows; (that is to ſay) that he the ſaid *Z. B.* his heirs,
executors, adminiſtrators or aſſigns, ſhall and will from time to time,
and at all times, during the natural life of the ſaid *A. M.* or his aſſigns,
pay the ſaid annuity or yearly rent-charge of 30 *l.* of ſuch lawful mo-
nies as aforeſaid, on every feaſt or quarter-day, and at the place herein
before mentioned for payment thereof, or within 20 days next after every
ſuch feaſt-day, and that without any ſuch deduction as aforeſaid ac-
To keep the premiſſes inſured from fire. cording to the true intent and meaning of theſe preſents; *And alſo* that
he the ſaid *Z. B.* his heirs, executors, adminiſtrators or aſſigns, at his
and their own proper coſts and charges, ſhall and will from time to time,
and at all times, during the life of the ſaid *A. M* inſure and keep in-
ſured the ſaid meſſuage or tenement and premiſſes, ſituate in, *&c.* as to
and from all fire and damage happening thereby, either in the Hand-
and-Hand inſuring office, as to loſs by fire, or elſe in ſome other good
and public office, proper for that purpoſe, and in caſe the ſame meſſuage
or tenement ſhall happen to be burnt down or blown up, during the life
of the ſaid *A. M.* that then and in ſuch caſe, he the ſaid *Z. B.* his heirs
and aſſigns, ſhall and will then forthwith lay out all ſuch monies ſo in-
ſured or to be inſured on the ſame premiſſes as aforeſaid, together with
other monies in the new building of as good and ſubſtantial a meſſuage
or tenement, and of the ſame dimenſions as is now built and ſtanding
thereon;

ſaid; *And further*, that for and notwithſtanding any act, deed, matter or thing whatſoever, had, made, done, committed, or wittingly or willingly ſuffered or aſſented unto, by him the ſaid *Z. B.* or by his father the ſaid *R. B.* or by his brother *S. B.* deceaſed, any or either of them, or of or by any perſon or perſons whomſoever, lawfully claiming by, from or under, or in truſt for him, them, or any of them, the ſaid *Z. B.* now is, and ſtandeth lawfully and abſolutely ſeiſed, or elſe by juſt title of the before mentioned hereditaments and premiſſes, with their appurtenances, of a good, ſure, perfect, lawful and indefeaſible eſtate of inheritance in fee ſimple, without any manner of condition, power of revocation, limitation of uſe or uſes, or any other matter or thing whatſoever, to alter change, charge, defeat or incumber the ſame; *And alſo* that he the ſaid *Z. B.* (notwithſtanding any ſuch act, deed, matter or thing, done, or willingly ſuffered as aforeſaid) now hath in himſelf good right, true title, full power, and lawful and abſolute authority to grant unto the ſaid *A. M.* and his aſſigns, the ſaid annuity or yearly rent-charge of 30 *l.* payable in manner as aforeſaid; and that the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, ſhall from thenceforth continue, and be liable to, and charged and chargeable with the payment of the ſame annuity or yearly rent charge, in manner as aforeſaid; and that the ſame from henceforth ſhall be received, taken and enjoyed by the ſaid *A. M.* and his aſſigns, during his life, by and out of the before-mentioned hereditaments and premiſſes, unleſs he the ſaid *Z. B.* ſhall not duly pay the ſame, in manner as aforeſaid; and that free and clear, and freely, clearly, and abſolutely acquitted, exonerated, diſcharged, kept harmleſs and indemniſied by the ſaid *Z. B.* and his heirs of and from all and all manner of former gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, uſes, annuities, intails, ſtatutes, recogniſances, extents, judgments, executions, and to the crown, titles, troubles, charges, demands and incumbrances whatſoever had, made, done, committed, ſuffered or executed by the ſaid *Z. B* or by the ſaid Sir *R. B.* and *S. B.* his brother, deceaſed, or any of them, or other than and except one indenture of mortgage made of the before mentioned premiſſes lying in the county of *E.* for the ſecuring the ſum of 1000 *l.* and intereſt for the ſame; *And* that in caſe default ſhall happen to be made in payment of the ſaid annuity or yearly rent-charge of 30 *l.* or of any part thereof on the days and times herein before mentioned for payment thereof; that then he the ſaid *Z. B.* his heirs or aſſigns, at the reaſonable requeſt of the ſaid *A. M.* or his aſſigns, (but at the coſts and charges of the ſaid *Z. B.* his heirs or aſſigns) ſhall and will make, do and execute all and every ſuch further and other lawful and reaſonable acts and things, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further and better ſecuring of the ſaid annuity or yearly rent-charge of 30 *l.* unto the ſaid *A. M* and his aſſigns, during his life, (be the ſame by any conveyance or aſſurance of the beforementioned hereditaments and premiſſes, or otherwiſe), as by the counſel of the ſaid *A. M.* or his aſſigns ſhall be reaſonably adviſed or required: *Provided always*, and laſtly it is hereby agreed and declared by and between all the parties hereunto, and the true intent and meaning of them and of theſe preſents is and ſhall be, that until default ſhall be made in payment of the ſaid annuity or yearly rent-charge of 30 *l. per ann.* or ſome part thereof, in manner as aforeſaid, he the ſaid *Z. B* his heirs and aſſigns, ſhall and may hold and enjoy all and ſingular the before mentioned meſſuages, lands, tenements, hereditaments and premiſſes, and receive and take the rents, iſſues and profits

Lawfully ſeiſed of the premiſſes.

Good right to charge them, and that they ſhall ſtand charged and enjoyed on failure of payment.

Free from incumbrances.

Exception. Further Aſſurance in caſe of non-payment.

Proviſo that, until default of payment the grantor ſhall enjoy the premiſſes

profits thereof, to his and their own uſe and benefit; he and they d paying the ſaid annuity or yearly rent-charge of 30 *l. per ann.* unto t ſaid *A. M.* and his aſſigns, during his natural life, together with all rears thereof, which ſhall be due at the time of his death, (if any ſu there be) *In Witneſs*, &c.

Of an Annuity for Life to qualify, &c.

Parties.
Grantor ſeiſed.

THIS *Indenture*, &c. *Between M. H.* of *London*, merchant, of t one part, and *R. E.* of, &c eſq; of the other part. *Where* the ſaid *M. H.* now is and ſtandeth lawfully ſeiſed of and in the ſever meſſuages or tenements, ground-rents and hereditaments herein aft mentioned, and of the reverſion and inheritance thereof of an eſtate i fee-ſimple, to him and his heirs, free from all incumbrances: *Now th Indenture witneſſeth*, that as well for and in conſideration of the ſum 2600 *l.* of, &c the receipt, &c. as alſo for divers other, &c. he th ſaid *M. H. Hath* given, granted, bargained, ſold, aliened and confirme and by theſe preſents for himſelf, his heirs and aſſigns, *Doth* freel clearly and abſolutely give, &c. unto the ſaid *R. E.* one annuity o yearly rent charge of 200 *l. per ann.* of lawful money of *Great Britai* clear of all taxes, charges, deductions and reprizes whatſoever, to b yearly iſſuing, had, taken and received by the ſaid *R. E.* and his a ſigns, during his life, out of all thoſe, &c. the ſaid annuity or yearl rent-charge of 200 *l.* for or in reſpect of any parliamentary or othe taxes, charges, impoſitions or aſſeſſments, or otherwiſe howſoever; th ſeiſin. firſt payment thereof to begin and to be made at, &c. *And* the ſaid *M H.* hath paid to the ſaid *R. E.* 10 *s.* of lawful money of *Great Britain* in part of and as and in the name of ſeiſin of the ſaid annuity or rent *Habendum.* charge: *To have and to hold*, receive, take and enjoy the ſaid annuit or yearly rent charge of 200 *l.* unto the ſaid *M. H.* and his aſſigns from the day of the date of theſe preſents, for and during the term of hi natural life, payable quarterly, at the four ſeveral feaſts, and in manne aforeſaid, to and for his own proper uſe, benefit, and behoof; and th ſaid *M. H.* for himſelf, his executors, adminiſtrators and aſſigns, cove- **Re-entry if short diſtreſs, &c.** nants by theſe preſents, in manner and form following, (*to pay the annuity, re-enter on non-payment; ſee the laſt precedent*) and alſo that in caſe ſuch diſtreſs or diſtreſſes ſo from time to time to be found in or upon the ſaid meſſuages, lands and premiſſes, or any part thereof, ſhall fall ſhort, and not be ſufficient to anſwer and pay the ſaid annuity or yearly rent-charge of 200 *l. per annum*, clear of all reprizes and the arrearages thereof, and the coſts and charges, and damages of the ſaid *R. E.* in ſuch caſe ſuſtained, and the ſaid *M. H.* his heirs, executors or adminiſtrators, ſhall not within fourteen days next after every or any of the ſaid feaſts or quarter-days, on which the ſaid annuity or yearly rent charge of 200 *l.* ought to be paid as aforeſaid, pay and ſatisfy unto the ſaid *R. E.* the ſaid annuity or yearly rent-charge, with the arrearages thereof, and all coſts, charges and damages occaſioned by the non-payment thereof; that then, and in ſuch caſe, ſo often it ſhall and may be lawful to and for the ſaid *R. E.* into and upon the ſaid meſſuages, lands and premiſſes, or any part thereof, to enter, and the ſame to have, hold,

hold and enjoy, and take the rents, iſſues, and profits thereof, while, and until the ſaid *R. E.* ſhall be fully ſatisfied and paid all ſuch ſum and ſums of money as ſhall be then due and unpaid, and in arrear of and for the ſaid annuity or yearly rent-charge, together with his coſts, charges and damages, for, or by reaſon of the non-payment thereof; and the ſaid *M. H.* for himſelf, his heirs and aſſigns, doth further covenant *(That he is lawfully ſeiſed, has power to grant.. See the laſt precedent)* and alſo that the ſaid meſſuages, lands, tenements, and premiſſes therein beforementioned to be granted, and to be iſſuing as aforeſaid, ſhall from time to time, and at all times during the natural life of the ſaid *R. E.* be overt and liable to the diſtreſs and diſtreſſes of the ſaid *R. E.* for the ſaid annuity or yearly rent-charge, with the arrearages thereof; *And further*, that he the ſaid *M. H.* his heirs and aſſigns, ſhall and will, from time to time, and at all times, bear and pay all and all manner of parliamentary and other taxes, charges, aſſeſſments and impoſitions whatſoever, chargeable upon, or that ſhall or may be at any time payable for and in reſpect of the ſaid annuity or yearly rent-charge, and ſhall and will ſave harmleſs and keep indemnified the ſaid *R. E.* of, from and againſt the ſame: *Provided always nevertheleſs*, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, and the ſaid *R. E.* doth hereby conſent and agree, that if he the ſaid *R. E.* ſhall ſue the ſaid annuity or yearly rent-charge of 200 *l.* or any part thereof, ſubject and liable to the ſatisfaction and diſcharge of any debt or incumbrance of him the ſaid *R. E.* that then and in ſuch caſe, and for ſo long time, the ſaid annuity or yearly rent-charge of 200 *l.* and the payment thereof to the ſaid *R. E.* or any other perſon or perſons claiming in law or equity, by from or under him, ſhall ceaſe, and the ſaid annuity or yearly rent-charge of 200 *l.* and every part thereof, ſhall, for ſo long time, remain in the hands of the ſaid *M. H.* his heirs and aſſigns, and be retained by him and them, to and for his and their own proper uſe and benefit; this indenture, or any thing before contained to the contrary thereof, in any wiſe notwithſtanding. *In Witneſs*, &c.

Seiſed.

Power to grant.

That the premiſſes ſhall be liable to diſtreſs.

Grantor to pay all taxes.

Proviſo that the grantee ſhall not ſubject the annuity to the payment of debts, nor otherwiſe incumber it.

An Annuity out of a real Eſtate by a Father and his two Truſtees to a Son, for which he is reſtrained from ſuing by a Writ of Action, but may diſtrain.

THIS *Indenture*, made, &c. *Between T. P.* of —— eſq; *G. P.* of —— eſq; and *W. C.* of, &c. eſq; of the one part, and *J.* eſq; (youngeſt ſon of the ſaid *T. P.*) of the other part, *Witneſſeth*, that for and in conſideration of the natural love and affection which he the ſaid *T. P.* hath and beareth towards his ſon the ſaid *J. P.* and alſo for a conſideration of 5 *s.* of, &c. unto the ſaid *G. P.* and *W. C.* in hand paid by the ſaid *J. P.* at, &c. the receipt, &c. he the ſaid *T. P.* (and by his direction, teſtified by his being a party to and executing hereof) the ſaid *G. P.* and *W. C. Have*, and each and every of them *Hath* given and granted, and by theſe preſents the ſaid *T. P. G. P.* and *W. C. Do* and each and every of them *Doth* give and grant unto the ſaid *J. P.* and his aſſigns, one annuity or yearly rent-charge of 200 *l.* of, &c. to be iſſuing and payable out of, &c. all which ſaid premiſſes were *(inter alia)*

Parties.

Conſideration.

Grant.

alia) lately conveyed unto and to the uſe of the ſaid *G. P.* and *W. C.* and their heirs in truſt for the ſaid *T. P.* and his heirs; *To have, hold,* perceive and enjoy the ſaid annuity or yearly rent-charge of 300 *l.* unto the ſaid *J. P.* and his aſſigns, for and during the term of the natural life of him the ſaid *J. P.* the ſame annuity or yearly rent-charge to be paid unto the ſaid *J. P.* or his aſſigns, by four equal quarterly payments at, *&c.* free and clear of and from all manner of taxes, and without any deduction, defalcation or abatement, for or in reſpect of any taxes, charges, duties or aſſeſſments charged or impoſed, or to be charged or impoſed by any act or acts of parliament made or to be made, or otherwiſe, upon the ſaid premiſſes, or any part thereof, or for or in reſpect of any other repriſal, matter or thing whatſoever; the firſt quarterly payment thereof to be made, *&c. And* if the ſaid annuity or yearly rent-charge of 300 *l.* or any part thereof, ſhall happen to be behind and unpaid by the ſpace of twenty days next after any of the ſaid feaſts or days whereon the ſame ought to be paid as aforeſaid, that then and ſo often, from time to time, as the ſame annuity or yearly rent-charge, or any part thereof, ſhall happen to be ſo behind and unpaid, it ſhall and may be lawful to and for the ſaid *J. P.* and his aſſigns, into and upon the ſaid manors, capital meſſuages, demeſnes, mills, hereditaments and premiſſes, and into and upon every or any part or parts thereof, to enter and diſtrain for the ſame. *Provided always* that this preſent indenture, or any thing herein contained, ſhall not any way extend to charge the perſons of the ſaid *J. P. G. P.* and *W. C.* any or either of them, by a writ or an action of annuity, but only to charge the ſaid manors, capital meſſuages, demeſnes, mills, hereditaments and premiſſes, with the yearly rent aforeſaid. *In Witneſs*, &c.

Habendum.

Clauſe of diſtreſs.

Proviſo not to charge the perſons by action.

Of an Annuity out of Leaſe-hold Premiſſes for a Term of Years, if the Grantee ſhall live ſo long, in Conſideration of Money paid.

Recital of leaſes.

THIS *Indenture*, made, *&c. Between N. F.* of —— of the one part, and *B. F.* of —— of the other part: *Whereas* by indenture, *&c. Between A. M.* of —— of the one part, and the ſaid *N. F.* of —— of the other part, the ſaid *A. M.* for the conſideration, *&c.* did, *&c.* unto the ſaid *N. F. All*, &c. (*a*) *To hold*, &c. for the term of 51 years, at and under the yearly rent of 10 *l.* payable, *&c.* as in and by the ſaid indenture, *&c. And whereas* the ſaid *N. F.* and *B. F.* are come to agreement together, that in conſideration of the ſum of 150 *l.* to be paid by the ſaid *B. F.* to the ſaid *N. F.* at and before the ſealing and executing of theſe preſents, that he the ſaid *N. F.* ſhall and do pay unto the ſaid *B. F.* during her natural life, yearly and every year, a certain ſum, rent-charge or annuity of 15 *l.* by quarterly payments, clear of all deductions whatſoever; and for ſecuring the payment thereof accordingly, ſufficiently to ſubject the ſaid premiſſes there-

Agreement to grant annuity.

(*a*) If the premiſſes are inſured, there muſt be an aſſignment of the policies, and a covenant to keep them inſured.

to:

...: *Now this Indenture witneſſeth*, that as well in purſuance and performance of the ſaid agreement, as alſo for and in conſideration of the ſum of 150*l.* of lawful, &c. to the ſaid *N. F.* well, &c. by the ſaid *B.* in hand, &c. the receipt, &c as alſo for the better ſecuring the payment of the ſaid *B. F.* and her aſſigns, of the ſaid yearly ſum, rent-charge or annuity of 15*l.* during the term of her natural life, *He* the ſaid *N. F.* hath given, granted, bargained and ſold, and by theſe preſents for himſelf his executors and adminiſtrators, *Doth* give, &c. unto the ſaid *B.* one annuity or yearly rent-charge of 15*l.* of lawful, &c. to be iſſuing and going out of all thoſe, &c. in and by the ſaid recited indenture of demiſe granted; *To have and to hold*, perceive, and yearly receive, take and enjoy the ſaid *annuity*, or yearly rent-charge of 15*l.* by the ſaid *B. F.* and her aſſigns, for and during the term of 44 years from the feaſt of —— now next enſuing, and fully to be compleat and ended, if the ſaid *B. F.* ſhall ſo long live, and to be payable yearly at the four moſt uſual feaſts or days of payment in the year, (that is to ſay) the feaſt, &c. by even and equal portions; the firſt payment thereof to begin and be made on, &c. next enſuing the date of theſe preſents. *Covenants to diſtrain and enter on non-payment; that the leaſe is good, and ſhall continue ſo during the ſaid term or life; that grantor has good right to charge the premiſſes; that he will pay the annuity quarterly, free from taxes*, &c. *and that he will pay the rent in the leaſe reſerved.* Vid. tit. *Covenants.*) *In Witneſs*, &c.

Conſideration.

Grant.

Habendum.

A Grant of an Annuity, by an Incumbent out of his Living, with a Demiſe to a Truſtee.

THIS *Indenture Tripartite*, made the 14th day of *May*, &c. 1756, *Between F. J.* rector of *L.* in the county of *K.* clerk, of the one part, *A. B* of —— in the county of —— eſq; of the ſecond part, and *J. B.* of *Chancery-lane*, *London*, eſq; of the third part, *Witneſſeth*, that for and in conſideration of the ſum of —— *l.* of lawful money of *Great Britain* to the ſaid *F. J.* at or immediately before the enſealing and delivery of theſe preſents, in hand well and truly paid by the ſaid *A. B.* the receipt whereof the ſaid *F. J* doth hereby acknowledge, and therefrom and of every part thereof doth acquit and diſcharge the ſaid *A. B.* his executors, adminiſtrators and aſſigns for ever, by theſe preſents, *He* the ſaid *F. J. Hath* given, granted, bargained, ſold and confirmed, and by theſe preſents, *Doth* give, grant, bargain, ſell and confirm, unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, for and during the natural life of him the ſaid *F. J.* one annuity or yearly rent or ſum of 30*l.* of lawful money of *Great Britain* to be iſſuing, going, payable, had, received and taken by and out of *All* thoſe 20 acres of glebe lands, and all that meſſuage or tenement, barn, ſtable, &c. lying and being in the pariſh of *L.* in the county of *K.* and belonging to the ſaid *F. J.* as rector of the pariſh church of *L.* aforeſaid, and which are now in the ſaid occupation of *G. G.* as tenant thereof, at the yearly rent of —— *l.* and by and out of all other houſes, out-houſes, barns, ſtables, buildings, orchards, gardens, lands and appurtenances, to the ſame rectory belonging or in any wiſe appertaining: *And alſo* all and ſingular

Conſideration.

Grant.

For grantee's life.

Parcels of glebe lands, &c.

And tythes, &c.

ſingular the tythes, tenths, oblations, obventions, fruits, fees, dues, glebe lands, tenements, meadows, paſtures, commons, woods, waters, profits, privileges and advantages whatſoever, belonging to or payable to the ſaid *F. J.* as rector of the ſaid pariſh or pariſh church of *L.* aforeſaid, *To have, hold*, receive, take and enjoy the ſaid annuity or yearly rent of 30 *l.* and every part thereof, unto the ſaid *A. B.* his executors, adminiſtrators and aſſigns, for and during the natural life of him the ſaid *F. J.* to be paid and payable to him the ſaid *A. B.* his executors, adminiſtrators and aſſigns, at or in the common dining-hall of *Lincoln's* Inn, in the county of *Middleſex*, by four equal quarterly payments, at or on the four moſt uſual feaſts or days of payment in the year (that is to ſay) the feaſt day of St. *John* the Baptiſt, the feaſt of St. *Michael* the archangel, the feaſt of our Lord *Chriſt*, and the feaſt of the Annunciation of the Bleſſed Virgin *Mary*, by even and equal portions, without any manner of deduction, defalcation or abatement out of the ſame or any part thereof, for or in reſpect of any taxes, charges, aſſeſſments, payments, or other matter, cauſe or thing whatſoever taxed, charged or impoſed, or to be taxed, charged or impoſed upon the premiſſes, or any part thereof, or upon the ſaid *A. B.* his executors, adminiſtrators or aſſigns, for or in reſpect thereof, or of the ſaid annuity or yearly rent of 30 *l.* by authority of parliament, or otherwiſe howſoever; the firſt payment of the ſaid annuity or yearly rent, to begin and be made on the feaſt day of St. *John* the Baptiſt next enſuing the date of theſe preſents: *And it is hereby declared and agreed*, that in caſe the ſaid annuity, or yearly rent or ſum of 30 *l* or any part thereof, ſhall happen to be behind and unpaid by the ſpace of thirty days next over or after any of the ſaid quarterly feaſts or days of payment whereon the ſame is herein before appointed to be paid as aforeſaid, then and ſo often, and from time to time, it ſhall and may be lawful to and for the ſaid *A. B.* his executors, adminiſtrators and aſſigns, during the life of the ſaid *F. J.* into and upon the ſaid glebe lands, tenements and premiſſes, belonging to the ſaid *F. J.* as rector of the ſaid pariſh or pariſh church of *L.* aforeſaid, and all and every the appurtenances thereunto belonging, or therewith held, received and enjoyed, or into or upon any part or parcel thereof, to enter and diſtrain for the ſaid annuity or yearly rent of 30 *l.* and all arrears thereof, and the diſtreſs and diſtreſſes then and there found, to take, lead, drive, carry away and impound, and detain and keep, or otherwiſe to diſpoſe thereof, according to due courſe of law, until he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall be fully paid and ſatisfied the ſaid annuity or yearly rent of 30 *l.* and all arrears thereof, and all coſts, charges and expences occaſioned by the non-payment thereof, on the days and times in that behalf before mentioned: *Provided always*, that in caſe the ſaid annuity or yearly rent or ſum of 30 *l.* or any part thereof, ſhall happen to be behind and unpaid by the ſpace of forty days next over or after any of the ſaid quarterly feaſts or days of payment whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded), then and ſo often it ſhall and may be lawful to and for the ſaid *A. B.* his executors, adminiſtrators and aſſigns, during the natural life of him the ſaid *F. J.* into and upon the ſaid glebe lands, tenements, and all and ſingular other the premiſſes, with the appurtenances, or into or upon any part thereof, in the name of the whole, to enter, and the ſame to have, hold and enjoy, and the rents and profits thereof, and of every part thereof,

Habendum.

On non-payment, to enter and diſtrain for the annuity and all arrears, and all coſts.

Proviſo in caſe of non-payment to enter and receive the rents, &c.

To pay the annuity, and all arrears, coſts, &c.

thereof, to receive and take during the life of the ſaid *F. J.* to and for the ſole uſe and benefit of him the ſaid *A. B.* his executors, adminiſtrators and aſſigns, until he or they ſhall be thereby or therewith or otherwiſe fully paid and ſatisfied the ſaid annuity or yearly rent or ſum of 30*l.* and all arrears thereof, and alſo ſo much of the ſame annuity or yearly rent as ſhall incur and grow due during ſuch time as he the ſaid *F. J.* his executors, adminiſtrators or aſſigns, ſhall continue in the poſſeſſion of the ſame premiſſes after ſuch entries as aforeſaid, and alſo all the coſts, charges, damages and expences as ſhall be occaſioned by the non-payment of the ſaid annuity or yearly rent, or any part thereof, at the feaſts or days of payment aforeſaid; *And* the ſaid *F. J.* hath made, ordained, conſtituted and appointed, and by theſe preſents *Doth* make, ordain, conſtitute and appoint the ſaid *A. B.* his executors, adminiſtrators and aſſigns, his true and lawful attorney and attornies irrevocable in the name of him the ſaid *F. J.* but on the behalf, and for the only proper uſe and benefit of the ſaid *A. B.* his executors, adminiſtrators and aſſigns, from time to time during the life-time of the ſaid *F. J.* when as the ſaid annuity or yearly rent or ſum of 30*l.* or any part thereof, ſhall happen to be behind and unpaid by the ſpace of 30 days aforeſaid, to aſk, demand, collect and receive, of and from all and every the pariſhioners of the ſaid pariſh of *L.* or any other perſon or perſons to whom the ſaid *F. J.* hath let or demiſed, or ſhall or may let or demiſe the ſame, all and ſingular the tythes, tenths, oblations, obventions, dues, fees, profits and advantages yearly coming, ariſing, renewing or happening within the ſaid pariſh of *L.* and the tythable places thereof, *And* upon non-payment thereof, or of any part thereof, to bring, commence and proſecute all and every ſuch action and actions, ſuit and ſuits, either at law or in equity, or elſewhere, againſt all and every perſon or perſons, and to take all other lawful ways and methods in the name of him the ſaid *F. J.* for the recovering and receiving the ſame as ſhall be thought proper and neceſſary by the ſaid *A. B.* his executors, adminiſtrators or aſſigns, and upon receipt thereof, or of any part thereof, to give good and ſufficient receipts and diſcharges for the ſame reſpectively; and the ſaid *F. J.* doth hereby give and grant to the ſaid *A. B.* his executors, adminiſtrators and aſſigns, full and abſolute power and authority to act and do every thing in the premiſſes for the purpoſe aforeſaid, as fully and effectually as if he himſelf was perſonally preſent at the doing thereof reſpectively; and the ſaid *F. J.* doth hereby ratify and confirm all and whatſoever the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall lawfully do or cauſe to be done in the premiſſes, by virtue of theſe preſents; *And* the ſaid *F. J. Doth* for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *F. J.* his heirs, executors or adminiſtrators, ſhall and will truly pay or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, for and during the natural life of him the ſaid *F. J.* the ſaid annuity or yearly rent or ſum of 30*l.* free, clear and diſcharged of and from all manner of taxes, aſſeſſments, charges and other deductions, either parliamentary or otherwiſe, at the days and times, and in manner and form herein before limited and appointed reſpectively for payment thereof: *And this Indenture further witneſſeth*, that for the conſideration aforeſaid, and for the further, better and more effectual ſecuring the payment of the ſaid annuity or yearly rent

Letter of attorney for grantee to demand rent, tythes, &c.

And upon non-payment to ſue.

Covenant for payment of an annuity.

Conſideration; a deviſe to a truſtee

rent or ſum of 30 *l.* at the reſpective days and times and in manner aforeſaid, and in conſideration of the ſum of 10 *s.* of like lawful money to the ſaid *F. J.* in hand paid by the ſaid *J. B.* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, *He* the ſaid *F. J. Hath* granted, bargained, ſold and demiſed, and by theſe preſents *Doth* grant, bargain, ſell and demiſe unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, the ſaid glebe lands, *&c.* and all and ſingular the ſaid tythes, *&c.* belonging or payable to him the ſaid *F. J.* as rector of the ſaid pariſh or pariſh church of *L.* aforeſaid; *And* all his eſtate, right, title and intereſt of, in and to the ſame reſpectively, *To have and to hold* the ſaid glebe lands, *&c.* and all and ſingular other the premiſſes hereby demiſed, or meant, mentioned, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during and to the full end and term of 99 years from thence next enſuing, and fully to be compleat and ended, in caſe the ſaid *F. J.* ſhall happen to live ſo long, without impeachment of waſte, *Upon the Truſts* and under and ſubject to the proviſo and agreements herein after mentioned, expreſſed and declared, of and concerning the ſame, (that is to ſay) *Upon Truſt* to permit and ſuffer the ſaid *F. J.* and his aſſigns to enjoy, receive and take the rents, iſſues, tythes, dues and profits of the ſaid glebe lands, meſſuage or tenement and premiſſes hereby demiſed, or mentioned or intended ſo to be, and every of them, to and for his and their own uſe and benefit, until default ſhall happen to be made of or in payment of the ſaid annuity or yearly rent or ſum of 30 *l.* or ſome part thereof, on the days and times herein before limited or appointed for payment thereof; *And upon this further Truſt*, that in caſe the ſame annuity or yearly rent or ſum of 30 *l.* or any part thereof, ſhall happen to be behind or unpaid, by the ſpace of 60 days next over or after any of the ſaid feaſt days or times of payment, whereon the ſame is herein before appointed to be paid as aforeſaid (being lawfully demanded), then and ſo often it ſhall and may be lawful to and for the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from time to time during the natural life of the ſaid *F. J.* by and out of the rents, iſſues, tythes, dues and profits of the ſaid glebe lands, meſſuage or tenements and premiſſes hereby demiſed, or mentioned or intended ſo to be, and belonging and payable to him the ſaid *F. J.* as rector of the ſaid pariſh or pariſh church of *L.* aforeſaid, or by demiſing, leaſing or mortgaging the ſame, or any part thereof, for and during any part of the ſaid term of 99 years, in caſe the ſaid *F. J.* ſhall happen to live ſo long, or by ſuch other ways or means, for and during the natural life of the ſaid *F. J.* as to the ſaid *J. B.* his executors, adminiſtrators or aſſigns, ſhall ſeem meet and neceſſary, to raiſe and levy ſuch ſum and ſums of money as ſhall be ſufficient, from time to time, to pay and ſatisfy the ſaid annuity or yearly rent or ſum of 30 *l.* or ſo much thereof as ſhall, from time to time during the life-time of the ſaid *F. J.* happen to be in arrear and unpaid, together alſo with all coſts, damages and expences, as the ſaid *A. B.* or the ſaid *J. B.* reſpectively, or their reſpective executors, adminiſtrators or aſſigns, or any of them, ſhall ſuſtain, expend or be put unto, for or by reaſon of the non-payment of the ſaid annuity or yearly rent or ſum of 30 *l.* at the days and times, and in manner herein before in that behalf mentioned, and ſhall and do pay, apply and diſpoſe of the ſame monies accordingly;

Habendum for 99 years, if grantor ſo long lives.

Upon truſt to permit grantor to enjoy until default in payment of the annuity.

And upon further truſt in caſe of non-payment.

To raiſe and levy ſo much, *&c.* as will pay the annuity and all arrears and coſts.

accordingly; *And* ſhall and do permit and ſuffer the ſaid *F. J.* and his aſſigns to receive and take the reſidue and overplus of the ſaid rents, iſſues, does and profits of the ſaid glebe lands, meſſuage or tenements and premiſſes hereby demiſed, over and above ſo much thereof as ſhall be ſufficient, from time to time, to pay and ſatisfy the ſaid annuity or yearly rent or ſum of 30 *l.* and all arrears thereof, and all coſts, charges and expences, attending the execution of the truſts before mentioned, to be for his and their own uſe and benefit: *Provided always nevertheleſs*, and it is the true intent and meaning of theſe preſents, and of the ſaid parties hereto, and the ſaid *A. B.* doth hereby for himſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *F. J.* his executors and adminiſtrators, by theſe preſents, that if and in caſe the ſaid *F. J.* ſhall and do well and truly pay or cauſe to be paid to the ſaid *A. B.* his executors, adminiſtrators or aſſigns, the full and clear ſum of ten pounds of lawful money of *Great Britain*, on or before or within thirty days next after the feaſt day of St. *Michael* the archangel next enſuing the date of theſe preſents, being the ſecond quarter or half yearly feaſt day, appointed for the payment of the ſaid annuity of 50 *l.* as aforeſaid, and ſo from time to time, at or before or within thirty days next after every other ſucceeding half yearly feaſt or day of payment, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, the ſum of ten pounds of lawful money of *Great Britain*, and ſhall continue during the life-time of him the ſaid *F. J.* by ſuch half yearly payments of ten pounds, to pay and ſatisfy the ſaid annuity to the ſaid *A. B.* his executors, adminiſtrators or aſſigns, that he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will receive and accept of ſuch ſum of ten pounds ſo to be paid by half yearly payments, in full payment, diſcharge and ſatisfaction, of any greater ſum of money ſo agreed to be paid as aforeſaid, and as and for full payment of the ſaid annuity or yearly rent or ſum of 30 *l.* any thing herein before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs* thereof, *&c.*

And permit grantor to receive the overplus.

Proviſo that if grantor pay 10l. every half year, the ſame ſhall be in full for the annuity of 30 l.

N. B. *'Tis uſual with this Grant for the purchaſor to take a* bond *for the payment of the annuity, and a* warrant of attorney *to confeſs judgment thereon, that the judgment may be entered up and remain a ſecurity for the money, in caſe the incumbent ſhould reſign, or be* deprived *of his living.*

Grant of an Annuity ſecured by an Aſſignment of Money outſtanding on Mortgage Securities, ſpecially recited.

THIS *Indenture* tripartite, made the —— day of ——, 1785, between *G. R.* of *&c.* of the firſt part, *S. T.* of, *&c.* and *T. W.* of, *&c.* of the ſecond part, and *S. K.* of, *&c.* of the third part. *Whereas* in and by one indenture quinquepartite, bearing date the 29th of *December*, 1773, and made or mentioned to be made between *T. B.* eſq. of the firſt part, the ſaid *G. R.* of the ſecond part, *E. M.*

Parties.

Recital of a marriage ſettlement

E. M. of the third part, and *S. M.* daughter of the ſaid *E. M.* of the fourth part, *S. T.* and *R. W.* of the fifth part, made previous to and in conſideration of a marriage then intended, and which hath ſince been had and ſolemnized between the ſaid *G. R.* and *S. M.* It was and is witneſſed, declared and agreed, that the ſum of 6000 *l.* therein mentioned to be paid or ſecured to be paid to the ſaid *S. T.* and *R. W.* was ſo paid or ſecured to be paid to the intent that the ſaid *S. T.* and *R. W.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhould ſtand poſſeſſed of and intereſted in the ſame, in truſt, in the firſt place after the ſolemnization of the ſaid then intended marriage, to lay out the ſame in the public ſtocks or funds, or at intereſt upon parliamentary or real ſecurities, and permit or authoriſe and impower the ſaid *G. R.* and his aſſigns, to have, and take all the dividends and intereſt thereof, and of all ſtocks, funds and ſecurities upon which the ſame ſhould be inveſted, or laid out, to his and their own proper uſe during his life, and after the deceaſe of the ſaid *G. R.* upon the truſts therein mentioned. And in the ſaid indenture is contained, amongſt others, a proviſoe to the effect following, (that is to ſay) that it ſhould and might be lawful to and for the ſaid *S. T.* and *R. W.* with the privity and conſent of the ſaid *R. B.* and *S. M.* to call in and place out the ſaid truſt monies on other real or government ſecurities, and from time to time to alter and transfer the ſame, or to inveſt the ſame in the purchaſe of an abſolute eſtate of inheritance in fee ſimple, in poſſeſſion in *England*. *And Whereas* the marriage between the ſaid *G. R.* and *S. M.* was duly had and ſolemnized ſoon after the execution of the ſaid in part recited indenture of ſettlement, and the ſaid ſum of 6000 *l.* hath been called in and received by the ſaid *S. T.* and *R. W.* who have lent the ſame out again at intereſt upon the ſecurities after mentioned. *And Whereas J. R.* having in the month of *June* 1774, purchaſed two undivided third parts of certain eſtates in the county of *L.*—— hereinafter mentioned, at and for the ſum of 6300 *l.* and borrowed the ſum of 4000 *l.* part of the ſaid purchaſe money from *S. G.* of ——, and the further ſum of 2000 *l.* the other part of the ſaid purchaſe money from the ſaid *S. T.* and *R. W.* which laſt mentioned ſum of 2000 *l.* belonged to the ſaid *S. T.* and *R. W.* as truſtees under the ſaid in part recited indenture of ſettlement, and for ſecuring the ſum of 6000 *l.* to the ſaid *S. T.* and *R. W.* in and by a certain indenture of ſeven parts dated the 28th day of *June*, 1774, two undivided third parts of the ſaid premiſes, were well veſted in the ſaid *S G.* for a term of 900 years, the ſaid *S. G's* name being uſed as a truſtee for them the ſaid *S. T.* and *R. W.* as to the ſaid ſum of 2000 *l* ſubject to ſuch proviſo or condition for redemption of the ſaid premiſes, as is contained in the ſaid indenture of ſeven parts, and ſubject to the ſaid term of 900 years, the fee ſimple and inheritance of the ſaid premiſes was in and by the ſaid indenture of ſeven parts well veſted in the ſaid *J. R.* and *G. R.* and the heirs of the ſaid *G. R.* in truſt nevertheleſs as to the ſaid eſtate of the ſaid *G. R.* and his heirs for the ſaid *J. R* his heirs and aſſigns. *And* upon the ſaid purchaſe and mortgage an outſtanding term in the ſaid premiſes was aſſigned to the ſaid *S. T.* and *R. W.* as truſtees ſubject to the payment of the ſaid 6000 *l.* in truſt to attend the inheritance of the ſaid premiſes. *And Whereas* the ſaid *S. T.* and *R. W.* having ſome time in the month of *September*, 1774, at the requeſt, and with the conſent and approbation

And that marriage took effect.

And that the truſt money had been called in and re-received.

And lent out again.

Recital of a purchaſe.

And of loan of truſt money thereon.

And of indenture of mortgage, in which mortgage was a truſtee as to part of the money for truſtees of ſaid ment.

And that outſtanding term aſſigned.

approbation of the ſaid *G. R* and *S.* his wife, agreed to advance and lend to the ſaid *J. R.* the further ſum of 1000 *l.* other part of the ſaid ſum of 6000 *l.* ſo veſted in them as truſtees as aforeſaid, upon a mortgage of the equity of redemption of the ſaid premiſes, and requeſted and prevailed upon *W. P.* of *Lincoln's* Inn, in the county of *Middleſex*, eſq. to allow his name to be uſed as a truſtee in the loan of the ſaid laſt mentioned ſum of 1000 *l.* and in conſequence thereof, in and by one other indenture bearing date the 30th of *September*, 1774, and made, or mentioned to be made, between *J. R.* and the ſaid *G. R.* of the one part, and *W. P.* eſq. of the other part, it was witneſſed, that in conſideration of 1000 *l.* therein mentioned to be paid by the ſaid *W. P.* to the ſaid *J. R.* and *G. R.* the ſaid *J. R.* and *G. R.* granted, ſold and conveyed to the ſaid *W. P.* his executors, adminiſtrators and aſſigns, two undivided third parts of all that, *&c.* to hold the ſame to the ſaid *W. P.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date thereof, for the term of two thouſand years under and ſubject to a proviſo or condition in the ſaid now recited indenture contained for redemption of the ſaid premiſes thereby demiſed on payment by the ſaid *J. R.* his heirs, *&c.* to the ſaid *W. P.* his executors, *&c.* of the ſum of 1050 *l.* at the time and place and in the manner therein mentioned. *And* by deed poll, bearing date the firſt of *October*, 1774, under the hands and ſeals of the ſaid *W. S. S. T.* and *R. W.* the ſaid *W. P.* acknowledged and declared that the ſaid 1000 *l.* was the proper money of the ſaid *S. T.* and *R. W.* *And Whereas* the ſaid *J. R.* ſome time afterwards contracted for the purchaſe of the remaining one undivided third part of the ſaid manor and premiſes, at and for the price or ſum of 3150 *l.* and having occaſion to borrow the ſum of 3000 *l.* to compleat the ſaid purchaſe, the ſaid *S. T.* and *R. W.* (having received the ſum of 2000 *l.* ſo by them lent and advanced) as aforeſaid, at the requeſt and with the conſent and approbation of the ſaid *G. R.* and *S.* his wife, agreed to advance to the ſaid *J. R.* the ſum of 3000 *l.* other part of the ſaid ſum of 6000 *l.* ſo veſted in them as truſtees as aforeſaid, and for ſecuring the re-payment of the ſaid laſt mentioned ſum of 3000 *l.* and by certain indentures of leaſe and releaſe, bearing date reſpectively the 28th and 29th of *July*, 1775, the releaſe being quadrupartite, and made or expreſſed to be made between the ſaid *S. G. C.* and *T. C.* his ſon and heir apparent, of the firſt part, *J. R.* and *J.* his wife, of the ſecond part, the ſaid *S. T.* and *R. W.* of the third part, and *R. A.* of the fourth part. Reciting as therein is recited, and reciting that the ſaid *R. A.* with the privity and conſent of the ſaid *J. R.* and *J.* his wife, had agreed with the ſaid *S. G. C.* and *T. C.* for the purchaſe of the fee ſimple in poſſeſſion of the third part of the ſaid manor of *K.* and other meſſuages, eſtates and premiſes ſituated at *I.* and *M.* in the county of *L* aforeſaid, veſted in the ſaid *S. G.* and *T. C.* for 3150 l. And further reciting, that the ſaid *R. A.* having occaſion for 3000 *l.* had agreed with the ſaid *S. T.* and *R. W.* for a loan thereof at 5 *l. per cent.* and for ſecuring the re-payment thereof, with intereſt, had agreed, that the ſaid one third part of the ſaid manor and premiſes, ſhould be limited to uſe to the ſaid *S. T.* and *R. W.* their executors, adminiſtrators and aſſigns, for a term of 900 years, ſubject to a proviſo therein contained for redemption. *It was Witneſſed*, that in conſideration of 3000 *l.* paid by the ſaid *S. T.* and *R. W.* by the direction and of the appointment

Agreement to advance further ſum, part of ſaid truſt money on mortgage.

Indenture of mortgage for further ſum.

Here inſert parcels.

And of a deed poll declaring the ſaid truſt.

Agreement for lending a further ſum, part of the ſaid truſt money which had been paid in.

Indenture of further mortgage.

ment of the ſaid *R. A.* and with the privity and conſent of the ſaid *J* and *J.* his wife, to the ſaid *S. G. C.* and *T. C.* and of the further of 150 *l.* to them paid by the ſaid *R. A.* with the like conſent of the *J. R.* and *J* his wife, the ſaid *S. G. C.* and *T. C.* releaſed and firmed to the ſaid *R. A.* his heirs and aſſigns, all that one-third of aforeſaid manor, *&c.* To hold the ſame premiſes to the ſaid *R A.* heirs and aſſigns, to the uſe of the ſaid *S. T.* and *R. W.* their execu and adminiſtrators, for 900 years, ſubject to redemption as therein tioned, with remainder to the uſe of the ſaid *R. A.* his heirs and aſſ

Of deed-poll declaring truſt of part of the money lent on mortgage.

And by deed-poll, bearing date the 29th of *July*, 1775, the ſaid *R.* thereby declared that the ſaid ſum of 150 *l.* mentioned to be paid by to the ſaid *S. G. C.* and *T. C.* in the ſaid laſt in part recited indent was the money of the ſaid *J. R.* *And* that the ſaid *R. A*'s name made uſe of in the ſaid indenture, in truſt only for the ſaid *J.* heirs and aſſigns, as in and by the ſaid ſeveral in part recited indent relation being thereunto reſpectively had, may, and will more fully, at large appear. *And Whereas*, the ſaid two ſeveral ſums of 1000 *l.* 3000 *l.* ſo lent and advanced by the ſaid *S. T.* and *R. W.* as afore ſtill remain due, and outſtanding upon the ſecurities ſo taken for the as aforeſaid. *And Whereas*, the ſaid *S. T.* and *R. W.* by virtue certain indenture of five parts bearing date the ——— day of —— and made before, and indorſed on a certain indenture of ——— bearing date the day of ———; ſtand poſſeſſed of and intereſted the principal ſum of 2000 *l.* by the ſaid indenture of the ——— of ——— ſecured to the ſaid *E. M. F. F.* and *G. R.* as to 100 part of the ſaid 2000 *l.* upon the truſt of the aforeſaid marriage ſet ment bearing date the 20th *December*, 1773. *And Whereas* the *G. R.* hath contracted and agreed with the ſaid *S. K.* for the ſale to of one clear annuity of 100 *l. per annum*, at and for the price or ſum 600 *l.* to be iſſuing out of and from the yearly intereſt, dividends proceeds, of the ſaid two ſeveral ſums of 1000 *l.* and 3000 *l.* ſo and advanced by the ſaid *S. T.* and *R. W.* of the ſaid ſum of 100 ſecured to the ſaid *E. M. F. F.* and *G. R.* and by indenture indor conveyed to the ſaid *S. T.* and *R. W.* to the uſe of the ſaid ſettlem bearing date the 27th *December* 1773, as aforeſaid, and to be ſecured bond and warrant of attorney to confeſs judgment thereon, as herein ter is particularly mentioned, for and during the natural life of him ſaid *G. R.* *Now this Indenture Witneſſeth* that for and in conſidera of the ſum of 600 *l.* of lawful money of *Great Britain*, by the ſaid *S.* to the ſaid *G. R.* in hand, at or immediately before the ſealing and de very of theſe preſents well and truly paid, the receipt of which ſaid ſ of 600 *l.* he the ſaid *G. R.* doth hereby acknowledge, and thereof of and from every part thereof, doth acquit, releaſe and diſcharge ſaid *S. K.* his heirs, executors, adminiſtrators and every of them, ever by theſe preſents, he the ſaid *G. R.* (with the privity of the ſa *S. T.* and *R. W.* teſtified by their being parties and ſealing and deliveri theſe preſents,) hath granted, bargained, ſold and confirmed, and theſe preſents doth grant, bargain, ſell and confirm unto the ſaid *S.* his executors, adminiſtrators or aſſigns, one clear annuity of 100 *l.* *annum* of lawful money of *Great Britain*, for and during the natural of him the ſaid *G. R.* free and clear of and from all parliamentary a oth

That the mortgage monies ſtill remain outſtanding. Further ſum ſettled on the truſts of firſt mentioned ſettlement.

Of agreement for ſale of annuity.

Conſideration.

Grant of annuity.

Free from taxes.

all taxes, charges and deductions whatſoever, to be iſſuing, had, received and taken at the days herein after mentioned, by and out of all the dividends, intereſt, produce and proceed, that ſhall or may hereafter accrue, grow due and be received from and upon, or in reſpect of the ſaid two ſeveral ſums of 1000 *l.* and 3000 *l.* ſo lent and advanced by the ſaid *S. T.* and *R. W.* and the ſaid other ſum of 1000 *l.* part of the ſaid ſum of 2000 *l.* ſecured to the ſaid *S. T.* and *R. W.* by indenture of even date, conveyed to the ſaid *S. T.* and *R. W.* to the uſes of the ſaid ſettlement bearing date the 27th *December*, 1773, as aforeſaid, or whatever ſecurities the ſaid three ſeveral ſums now are or at any time hereafter during the life-time of the ſaid *G. R.* may be laid out and inveſted, *To have, hold*, and yearly to receive, take and enjoy the ſaid clear annuity of 100 *l. per annum* unto the ſaid *S. K.* his executors, adminiſtrators and aſſigns for and during the term of the natural life of the ſaid *G. R.* to be paid and payable at or in the *Common Dining-hall of the Inner Temple, London*, by two even and equal half-yearly payments on every ſaid day of the ſeveral months of *April* and *October*, in every year, the firſt of the ſaid quarterly payments to begin and be made on the 23d day of *April*, now next enſuing: *And this Indenture further Witneſſeth*, that for the conſideration aforeſaid, and for the further and better ſecuring the due payment of the ſaid clear annuity of 100 *l. per annum*, he the ſaid *G. R.* by and with the privity of the ſaid *S. T.* and *R. W.* teſtified as aforeſaid, *Hath* bargained, ſold, aſſigned, transferred and ſet over, *And by theſe Preſents Doth* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *S. K.* his executors, adminiſtrators and aſſigns, all and ſingular the annual dividends, intereſt and proceeds whatſoever, that ſhall or may at any time hereafter during the life-time of the ſaid *G. R.* accrue, grow due and be received for, upon or in reſpect of the ſaid two ſeveral ſums of 1000 *l.* and 3000 *l.* ſo lent and advanced by the ſaid *S. T.* and *R. W.* as aforeſaid, and the ſaid ſum of 1000 *l.* ſo ſecured to the ſaid *S. T.* and *R. W.* by indenture indorſed as aforeſaid, to the uſes of the ſaid ſettlement, dated the 27th of *December*, 1772, and every part thereof, upon whatſoever ſecurities or funds, the ſaid three ſeveral ſums or any part or parts thereof, ſhall or may at any time hereafter during the life-time of the ſaid *G. R.* be laid out or inveſted, and all the eſtate, right, title, intereſt, property, claim and demand whatſoever of him the ſaid *G. R.* both at law and in equity, of, in, to and out of the ſaid hereby aſſigned premiſſes and every part and parcel thereof, *To have and to hold*, receive, perceive and take all and ſingular the ſaid premiſſes hereby demiſed unto the ſaid *S. K.* his executors, adminiſtrators and aſſigns, for and during the term of the natural life of the ſaid *G. R.* *Upon* the truſts nevertheleſs herein after expreſſed and declared of and concerning the ſame, (that is to ſay) in the firſt place thereout to ſatisfy diſcharge and pay the ſaid clear annuity of 100 *l. per annum* and all arrears thereof, that ſhall be due and owing unto the ſaid *S. K.* his executors, adminiſtrators and aſſigns, at the days and times herein before limited and appointed for payment thereof, as aforeſaid, or as ſoon afterwards as the ſaid premiſſes hereby aſſigned, received and got in, ſhall be ſufficient to diſcharge and ſatisfy the ſame, and all coſts, charges and expences whatſoever, which the ſaid *S. K.* his executors, adminiſtrators or aſſigns, ſhall ſuſtain expend or be put unto, in or about the recovery of the ſaid hereby aſſigned premiſſes, and then upon this further

To be iſſuing out of the intereſts, &c. of ſaid monies on mortgage.

To have and to hold.

And this indenture further witneſſeth.

Aſſignment of intereſt, &c. of ſaid mortgage money.

Habendum.

Truſts thereof declared.

further truſt, that he from time to time pay and apply all the reſidue and ſurplus of the ſaid hereby aſſigned premiſſes unto the ſaid *G. R.* and his aſſigns, and to, for, or upon no other truſt, intents or purpoſes whatſoever, and the better to enable the ſaid *S. K.* to receive and get in the ſaid hereby aſſigned premiſſes, he the ſaid *G. R.* by and with the privity of the ſaid *S. T.* and *R. W.* teſtified as aforeſaid hath nominated, ordained, conſtituted and appointed, *And by theſe Preſents, Doth* nominate, ordain, conſtitute and appoint, and in his place and ſtead put and depute the ſaid *S. K.* his executors, adminiſtrators or aſſigns, the true and lawful attorney or attornies irrevocable, of him the ſaid *G. R.* in his name or in the name or names of the ſaid *S. K.* his executors, adminiſtrators or aſſigns, from time to time, and at all times hereafter, during the life-time of him the ſaid *G. R.* to act for, demand and receive from the ſaid *S. T.* and *R. W.* and the ſurvivor of them and the executors, adminiſtrators or aſſigns of ſuch ſurvivor, and of and from all, and every other perſon or perſons whomſoever, who ſhall, or may be in the receipt or perception thereof, *All* and ſingular the premiſſes hereby aſſigned; *Upon* the truſts nevertheleſs herein before expreſſed and declared of and concerning the ſame, and upon non-payment thereof, or of any part thereof, from time to time, and at all times hereafter during the life-time of the ſaid *G. R.* to bring and commence and proſecute all and every ſuch action or actions, ſuit or ſuits at law or in equity againſt the ſaid *S. T.* and *R. W.* their executors, adminiſtrators and aſſigns, and all other perſons whomſoever whom it doth or may concern, and to take all and every lawful ways and methods in the name of him the ſaid *G. R.* or in the name or names of him the ſaid *S K.* his executors and aſſigns as ſhall be thought proper and neceſſary by the ſaid *S. K.* his executors, adminiſtrators or aſſigns, for the recovery of all and ſingular the premiſſes hereby aſſigned, and upon receipt of all or any part of the ſaid premiſes hereby aſſigned to give good and ſufficient receipts and diſcharges for the ſame, *And* the *G. R.* doth hereby agree to ratify and confirm, and hold for ratified and confirmed, all and whatſoever the ſaid *S. K.* his executors, adminiſtrators or aſſigns, ſhall lawfully do, or cauſe to be done in the premiſſes. *And* the ſaid *G. R.* for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant, promiſe and agree to and with the ſaid *S. K.* his executors, adminiſtrators and aſſigns, by theſe preſents in manner following, that is to ſay, that he the ſaid *G. R.* his heirs, executors or aſſigns, ſhall and will from time to time and at all times hereafter, well and truly pay or cauſe to be paid unto the ſaid *S. K.* his executors, adminiſtrators or aſſigns, the ſaid clear annuity of 100*l. per annum*, at the place and days and times herein before limited and appointed for the payment thereof according to the true intent and meaning of theſe preſents. *And alſo* that he the ſaid *G R.* hath not at any time heretofore made, done or committed, or wittingly, or willingly ſuffered, nor ſhall, or will at any time hereafter make, do, commit or ſuffer any act, matter or thing whatſoever, whereby, or by reaſon or means whereof, *All* or any part of the premiſſes hereby aſſigned, can or may be impeached or incumbered in title, charge, eſtate or otherwiſe howſoever, or by which the ſaid *S. K.* his executors, adminiſtrators or aſſigns, ſhall or may be prevented, impeded, or hindered from receiving and getting in the ſame. *And further*, that he the ſaid *G. R.* at the time of the ſealing and delivery

Power of attorney to get in ſaid monies.

Covenant for payment of the annuity.

That aſſignor hath done no act to incumber.

ny of theſe preſents, hath in himſelf, good right, full power, and ab- That aſſignor
ſolute authority to make ſuch grant of the ſaid clear annuity of 100*l.* has power to
in manner, as is herein before contained and to aſſign all and ſingular the grant.
premiſſes herein before aſſigned, in manner and form aforeſaid, and And to aſſign
according to the true intent and meaning of theſe preſents. *And fur-* premiſſes in
ther, that he the ſaid *G. R.* and all and every other perſon or perſons, form afore-
claiming or lawfully claiming, or who can or may at any time or times here- ſaid.
after during the life-time of the ſaid *G. R.* have or lawfully claim any Further aſ-
right, title or intereſt either at law or in equity, of, in, to, or ſurance.
out of all, or any of theſe premiſſes hereby aſſigned, ſhall and will from
time to time, and at all times hereafter, during the life-time of the ſaid
R. upon every reaſonable requeſt, and at the proper coſts and charges
of the ſaid *S. K.* his executors, adminiſtrators or aſſigns, make, do,
knowledge, levy, ſuffer and execute, or cauſe and procure to be made,
acknowledged, levied, ſuffered and executed, all and every ſuch
act and other lawful and reaſonable act and acts, thing and things,
conveyances and aſſurances in the law whatſoever, for the further and
better aſſigning and ſetting over unto the ſaid *S. K.* his executors, ad-
miniſtrators and aſſigns, upon the truſts herein-before expreſſed and de-
clared of and concerning the ſame; *All* and ſingular the premiſſes here-
by aſſigned and ſet over, or mentioned or intended ſo to be, as by the
ſaid *S. K.* his executors, adminiſtrators or aſſigns, or any of their coun-
ſel learned in the law, ſhall be deviſed, adviſed or required. *And laſtly*, Agreement
it is hereby mutually covenanted, concluded and agreed upon, by and that although
between the ſaid *G. R.* and *S. K.* and it is hereby declared to be the true the annuity
intent and meaning of theſe preſents, that although the ſaid annuity of be made pay-
100*l. per annum*, is hereby made payable by half-yearly payments as able half-
aforeſaid, yet the ſaid *S. K.* his executors, adminiſtrators or aſſigns ſhall yearly, yet
be paid a proportionable part of the laſt quarterly payment of the ſaid it ſhall be
annuity, up to the day of the deceaſe of the ſaid *G. R.* *In Wit-* made up to
neſs, &c. the death of
the aſſignor.

* *Grant of a reverſionary Annuity out of Lands*, &c.

THIS *Indenture*, of three parts, made the ——— day of ———
in the 29th year of the reign of our ſovereign lord, *George* the
third, by the grace of God, of *Great Britain*, *France* and *Ireland*,
king, defender of the faith, &c. and in the year of our Lord 1789,
between *G. D. T.* of *A.* in the county of —— eſq; of the firſt part; Parties.
W. of —— eſq; of the ſecond part; and *C. C.* of ——— (a truſtee
named on the part and behalf of the ſaid *C. W.*) of the third part;
whereas *G. D.* of ——— in the ſaid county of ——— eſq; in and by Recital of a
his laſt will and teſtament in writing, duly executed and atteſted, bear- will.
ing date on or about the ——— day of *December*, which was in the
year of our Lord 1776, did, amongſt other things, give and deviſe all
his real eſtates to Sir *A. B.* of ——— in the ſaid county of ———
and his executors, adminiſtrators and aſſigns, for and during the term
of one thouſand years, to commence from the time of his deceaſe, and
to be compleat and ended; without impeachment of waſte, *Upon*
certain truſts nevertheleſs, and to, and for ſuch intents and purpoſes, and
ſubject

ſubject to ſuch proviſoes and declarations as were therein-after, and herein-after mentioned of and concerning the ſame term. *And* im diately from and after the end, expiration or other ſooner determina of the ſaid term of one thouſand years, he did give and deviſe all real eſtates to, and to the uſe of his brother *R. T.* and his aſſigns, and during the term of his natural life, but to be puniſhable for all n ner of voluntary waſte, with remainder to truſtees to preſerve con gent remainders: *And* from and after the deceaſe of his ſaid bro *R. T.* then he did give and deviſe all his ſaid real eſtates, to the uſe behoof of his nephew *C. T.* and his aſſigns for and during the term his natural life, but to be puniſhable for all manner of voluntary w with remainder to truſtees to preſerve contingent remainders. *And* and after the deceaſe of his ſaid nephew *C. T.* then to the uſe and hoof of the ſaid *G. D. T.* the eldeſt ſon of the body of his (the te tor's) ſaid nephew *C. T.* and his aſſigns, for and during the term of natural life, but to be puniſhable for all manner of voluntary waſte. there was in the ſaid will a proviſo contained, that all and every the ſon and perſons to whom the ſaid teſtator had deviſed his real eſtat aforeſaid, ſhould from time to time, as and when he or they ſhould reſpectively intitled thereto, in poſſeſſion, have full power and autho to charge all or any part of the ſaid eſtates with an annual ſum, not ceeding the ſum of 300 *l. per annum*, payable to any woman or wom he or they ſhould reſpectively marry, during the life of ſuch woma women, as and for her and their jointure and jointures.

And the ſaid term of 1000 years ſo limited to the ſaid Sir *A. B.* executors, adminiſtrators and aſſigns as aforeſaid, was by the teſtat ſaid will, declared to be in truſt, that he, his executors, adminiſtra and aſſigns, ſhould out of the rents and profits of the ſaid eſtates, r and pay ſuch annuities or yearly ſums to ſuch perſons as were the and are herein-after named, for their reſpective natural lives, (that is ſay), a clear annuity or yearly ſum of 60 *l.* of lawful money of *Gr Britain* unto the ſaid teſtator's nephew *W. T.* a clear annuity or yea ſum of 500 *l.* of like lawful money unto the ſaid *C. T.* during the jo lives of him, and the ſaid *R. T.* a like clear annuity or yearly ſum 500 *l.* of like lawful money unto the then wife of the ſaid *C. T.* fr and after the deceaſe of him, the ſaid *C. T.* a clear annuity or yea ſum of 50 *l.* of like lawful money money to each child of the ſaid *C.* who ſhould be living at the time of the death of the ſaid C. *T.* or b in due time afterwards; and alſo, after the death of the ſaid *C. T* clear annuity or yearly ſum of 20 *l.* of like lawful money to ——— widow of his the ſaid teſtator's late brother, *W. T.* *And upon furt Truſt*, to permit ſuch perſon to whom the immediate reverſion or rema der of the ſaid real eſtates ſhould belong, to receive the reſidue of rents and profits of the ſaid eſtates, over and above ſo much thereof ſhould from time to time, be paid or payable, for the ſaid ſeveral her before mentioned annuities and the arrears thereof reſpectively. *A* the ſaid teſtator declared his will to be, that when all the ſaid annuit ſhould ceaſe to become payable, and all arrears thereof reſpectively ſho be diſcharged, and the truſts of the ſaid term performed, or become u neceſſary, and the charges in the execution thereof ſatisfied, the ſ term of 1000 years ſhould ceaſe, as in and by the ſaid will, relat being thereto had, will more fully appear. *And Whereas*, the ſ

Teſtator died

teſta

ſtator departed this life in the latter end of the year ———, or be-
ginning of the year ———, without having revoked or altered his ſaid
will, or any part thereof. *And Whereas* the ſaid ——— the then wife
of the ſaid teſtator's nephew *C. T.* —— one of the annuitants named
in the ſaid teſtator's will, departed this life, on or about the ——— day
of— which was in the year, 17— and the ſaid ——— the widow of
the ſaid *W. T.* another of the annuitants, is alſo ſince deceaſed. *And*
whereas, the ſaid *R. T.* departed this life, on or about the ——— day
of ——— which was in the year ——— *And Whereas*, there are now
living three children of the ſaid *C. T.* to wit, *G. D. E* and *F. And*
the ſaid *C. T.* is now in poſſeſſion of the ſaid teſtator's real eſtates, as
tenant for life, ſubject to the annuities by the ſaid herein before recited
will of the ſaid teſtator charged thereupon. *And Whereas*, the ſaid
G. D. T. being deſirous to grant and ſell one annuity or clear yearly
rent-charge of 600 *l.* to commence from and immediately after the day
of the deceaſe of the ſaid *C. T.* in caſe he the ſaid *G. D. T.* ſhall ſur-
vive the ſaid *C. T.* for and during the remainder of the term of the life
of him the ſaid *G. D. T.* and to be charged and ſecured, and made
iſſuing and payable out of and from the capital manſion houſe, meſſuage
or tenement, meſſuages, lands and hereditaments, herein after particu-
larly deſcribed, and hereby granted and releaſed, or ſo mentioned and
intended to be, and all other the real eſtates of the ſaid *G. D. T.* cauſed
ſuch annuity or yearly rent-charge, to be put up to ſale by public auction,
to the beſt bidder for the ſame, by *T. S.* auctioneer, on or about the
——day of ———, now laſt paſt, *And* the ſaid *C. W.* having bid
for the ſame the ſum of 600 *l.* and no other perſon having bid more,
the ſaid *C. W.* became and was declared the beſt purchaſer thereof,
and for the ſaid price or ſum of 600 *l.* and the ſaid *C. W.* in purſuance
of one of the conditions of ſale of the ſaid annuity, paid unto the ſaid *S. T.*
the ſum of 200 *l.* as a depoſit and in part of the ſaid purchaſe money.
Now this Indenture Witneſſeth, that for effectually carrying into execu-
tion the conditions of the ſaid ſale, and for and in conſideration of the
ſaid ſum of 200 *l.* of lawful money of *Great-Britain*, ſo paid to the ſaid
T. as a depoſit, and in part of the ſaid ſum of 600 *l.* at which the
ſaid *C. W.* was declared the purchaſer of the ſaid annuity or clear year-
ly rent-charge of 600 *l.* as aforeſaid, *And alſo*, for, and in conſidera-
tion of the ſum of 400 *l.* of like lawful money, reſidue of the ſaid ſum
of 600 *l.* to the ſaid *G. D. T.* in hand well and truly paid by the ſaid
C. W. at, or immediately before the ſealing and delivery of theſe pre-
ſents, the payment and receipt of which ſaid two ſeveral ſums of 200 *l.*
and 400 *l.* making together the ſaid of 600 *l.* he the ſaid *G. D. T.* doth
hereby acknowledge, and thereof, and of, and from every part thereof,
doth abſolutely, acquit, releaſe and diſcharge the ſaid *C. W.* his heirs,
executors and adminiſtrators and every of them, for ever, by theſe pre-
ſents, *And* in conſideration of 10 *s.* of like lawful money to the ſaid
G. D. T. in hand paid by the ſaid *C. C.* at or immediately before the
execution of theſe preſents, the receipt whereof is hereby acknowledged;
he the ſaid *G. D. T.* at the nomination, and by the direction of the
ſaid *C. W.* (teſtified by his being a party to, and ſealing and delivery of
theſe preſents,) *Hath* granted, bargained, ſold, aliened, releaſed and
confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, re-
leaſe, and confirm unto the ſaid *C. C.* (in his actual poſſeſſion now be-
ing by virtue of a bargain and ſale to him thereof made, by the ſaid
G. D. T.

Recital of ſale of reverſionary annuity by auction.

Conſideration.

Truſtee. Grant.

G. D. T. in conſideration of 5 *s.* to him paid, by indenture bearing date the day next before the day of the date of theſe preſents, and executed before the ſealing and delivery of theſe preſents, for one whole year, *&c.* and by force of the ſtatute made for transferring of uſes into poſſeſſion), and his heirs, from and immediately after the deceaſe of the ſaid *C. T.* in caſe he the ſaid *G. D. T.* ſhall ſurvive the ſaid *C. T.* for and during the remainder of the term of the natural life of him the ſaid *G. D. T.* *All* that capital manſion-houſe, meſſuage or tenement, ſituate and being at, *&c.* and the coach-houſes, ſtables, barns, buildings, gardens, orchards and grounds thereunto belonging, and uſually held, occupied or enjoyed therewith, now in poſſeſſion or occupation of the ſaid *C. T.* *And alſo* all that farm and lands, commonly called or known by the name of —— farm, now or late in the tenure or occupation of —— his under-tenants or aſſigns, at the yearly rent of 200 *l.* *&c.* *&c.* *And alſo* all and ſingular, other the meſſuages, cottages, farms, lands, tenements and hereditaments whatſoever, howſoever the ſame have been exchanged or intermixed the one with the other of them, or howſoever otherwiſe, or by whatever other name or names the ſaid meſſuages, or tenements, lands, cloſes, hereditaments and premiſſes, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore hath or have been ſituate, lying or being abutted, bounded, deſcribed, parted, aliened, divided, diſtinguiſhed, called, tenanted or known, to which the ſaid *G. D. T.* or any perſon or perſons in truſt for him, is intitled as tenant for life in remainder or expectancy as aforeſaid, under or by virtue of the ſaid recited will of the ſaid *G. D.* *And alſo* all and ſingular the coal and lead mines in work, and other mines and ſeams of coal and lead, now opened, lying in and upon, and belonging to the ſame premiſſes, by theſe preſents granted and releaſed to the ſaid *C. C.* or mentioned and intended ſo to be, or any part thereof, *And* all way leaves, ſtathes and ſtathe rooms, and all gins, and all and every articles and particulars of what nature and kind ſoever, applicable to and uſed in the cultivation and management of the ſaid premiſſes or any part thereof, together with free liberty, full licence, power and authority for him the ſaid *C. C.* his executors, adminiſtrators and aſſigns, and for his and their workmen, ſervants, and labourers, from time to time, and at all times during the natural life of the ſaid *G. D. T.* at his and their will and pleaſure, the mines therein, from time to time in convenient places to dig, draw and cart up, lay and beſtow, upon the ſaid premiſſes, or any part thereof, and the ſaid coals and mines, or any part thereof, from time to time, and at all times during the term of the natural life of the ſaid *G. D. T.* at his and their will and pleaſure, with wains, carts and carriages from thence by neceſſary and convenient ways over and through the premiſſes or any part thereof, to fetch and carry, whither and to ſuch place and places as to the ſaid *C. C.* his executors, adminiſtrators and aſſigns ſhall ſeem good. *And alſo*, all houſes, edifices, buildings, dove-houſes, barns, ſtables, yards, gardens, orchards, backſides, meadows, paſtures, cloſes, hedges, ditches, fences, baulks, ways, paſſages, paths, waters, water-courſes, eaſements, privileges, commons, rights of commoning, common of paſture, heaths, moors, marſhes, waſtes, waſte grounds, ponds, rivers, fiſhings, woods, underwoods, trees, coppices, and the grounds and ſoil of the ſame profits, commodities, advantages, emoluments, hereditaments and appurtenances

Parcels.

General words.

rances whatſoever, to the ſaid capital manſion-houſe, meſſuage or tenement, meſſuages, lands, hereditaments and premiſſes herein before mentioned, and hereby granted and releaſed or expreſſed, and intended to be, or to any, or either of them, or to any part or parts thereof, belonging or in any wiſe appertaining, or therewith, or with any of them, or with any part thereof, now or at any time or times heretofore, ſet, held, occupied or enjoyed, or accepted, reputed, taken, or known, as part, parcel or member thereof, or any part thereof, and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all and every the ſaid capital manſion-houſe, meſſuage or tenement, meſſuages, lands, hereditaments and premiſſes herein before particularly deſcribed, and hereby granted and releaſed, or ſo mentioned and intended to be, and every of them, and every part and parcel thereof, with their and every of their appurtenances. *And alſo*, all the eſtate, right, title, intereſt, uſe, truſt, property, poſſeſſion, benefit, claim and demand whatſoever, both at law and in equity of him the ſaid *G. D. T.* in remainder, reverſion, expectancy or otherwiſe, of, in, to, or out of the ſame capital manſion-houſe, meſſuage or tenement, meſſuages, lands, hereditaments and premiſſes hereby granted and releaſed, or mentioned and intended ſo to be, and every or any of them, and every or any part or parcel thereof: *To have and to hold* the ſaid capital manſion-houſe, meſſuage or tenement, meſſuages, lands, hereditaments and premiſſes herein-before mentioned, and intended to be hereby granted and releaſed, with their and every of their appurtenances unto the ſaid *C. C.* and his heirs, for and during the term of the natural life of the ſaid *G. D. T.* to the ſeveral uſes, intents and purpoſes and upon the truſts herein-after mentioned, expreſſed and declared of and concerning, the ſame, (that is to ſay,) to the uſe, intent and purpoſe, that the ſaid *C. W.* his executors, adminiſtrators and aſſigns, ſhall and may, from and immediately after the deceaſe of the ſaid *C. T.* in caſe the ſaid *G. D. T.* ſhall happen to ſurvive the ſaid *C. T.* have, receive, take and enjoy yearly, and every year, for and during the term of the natural life of the ſaid *G. D. T.* one annuity or clear yearly rent-charge, or annual ſum of 600*l.* of lawful money of *Great-Britain*, charged and chargeable, upon, and to be yearly iſſuing and payable, had, received, perceived, and taken by and out of the ſaid capital manſion-houſe, meſſuage or tenement, meſſuages, lands, hereditaments and premiſſes herein-before particularly deſcribed and mentioned, and intended to be hereby and releaſed, and every or any part thereof, and to be paid and payable to him the ſaid *C. W.* his executors, adminiſtrators and aſſigns, at or in the common *Dining-hall* of *Lincoln's-Inn*, in the county of *Middleſex*, by four even and equal quarterly payments between the hours of ten and twelve o'clock in the forenoon of the ſeveral moſt uſual feaſts, or days of payment in the year, (that is to ſay,) on the feaſt of St. *Michael* the *Archangel*, the feaſt of the birth of our Lord *Chriſt*, the feaſt of the annunciation of the Bleſſed Virgin *Mary*, and the feaſt of the Nativity of St. *John* the Baptiſt, yearly and every year, by even and equal parts and portions. And in caſe the ſaid *G. D. T.* ſhall happen to die after any of the ſaid quarterly days of payment, then a proportionable part of the ſaid annuity, yearly rent-charge, or annual ſum of 600*l.* to be paid and payable for the time that ſhall have elapſed between ſuch of the ſaid feaſt days as ſhall next happen before the day of the deceaſe of the ſaid *G. D. T.* and the day of his death. And the

Habendum.

To ſecure an annuity.

firſt payment of the ſaid annuity, yearly rent-charge, or annual ſum of 600 *l.* to be made on ſuch of the aforeſaid feaſts or days of payment as ſhall happen next after the deceaſe of the ſaid *C. T.* he dying in the life-time of the ſaid *G. D. T.* And all the ſaid payments to be made free and clear from and without any manner of deduction or abatement whatſoever, out of the ſame, or any part thereof, for or in reſpect or on account of any taxes, rates, charges, aſſeſſments, or impoſitions whatſoever, already taxed, charged or impoſed, or to be taxed, charged or impoſed, upon the ſaid annuity, yearly rent-charge, or annual ſum of 600 *l.* or upon the ſaid capital manſion-houſe, meſſuage or tenement, meſſuages, lands, hereditaments and premiſes, hereby granted and releaſed and charged therewith, or any part thereof, or upon the ſaid *C. W.* his executors, adminiſtrators or aſſigns, or upon the ſaid *G. D. T.* for or in reſpect of the ſame by authority of parliament or otherwiſe howſoever, or for or in reſpect of any other matter, cauſe, or thing whatſoever, or any other repriſes whatſoever. And to the further intent and purpoſe, that in caſe the ſaid annuity, clear yearly rent-charge, or annual ſum of 600 *l.* or any part thereof, ſhall happen at any time or times to be behind or unpaid, in the whole or in part, for or by the ſpace of twenty days next over or after any of the ſaid days or times whereon the ſame is herein before limited and appointed to be paid as aforeſaid; then, and from thenceforth, and ſo often and from time to time as it ſhall ſo happen, it ſhall and may be lawful to and for the ſaid *C. W.* his executors, adminiſtrators and aſſigns, during the life of him the ſaid *G. D. T.* into and upon all and every the ſaid capital manſion-houſe, farms, lands, tenements, hereditaments and premiſſes, herein-before particularly deſcribed, and hereby granted and releaſed, and charged with the payment of the ſaid annuity, clear yearly rent-charge, or annual ſum of 600 *l.* as aforeſaid, or into or upon any part thereof, to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found, to take, lead, drive, carry away and impound, and the ſame in pound to detain and keep, until the ſaid annuity, clear yearly rent-charge or annual ſum of 600 *l.* and all arrears thereof ſo unpaid, and all coſts, charges and expences whatſoever, attending the making and keeping ſuch diſtreſs and diſtreſſes, ſhall be fully ſatisfied and paid, and in default of payment in due time after any ſuch diſtreſs or diſtreſſes ſhall be ſo taken, to appraiſe and ſell, and diſpoſe of the ſame diſtreſs or diſtreſſes in the ſame manner as landlords are impowered by any act or acts of parliament to diſpoſe of diſtreſſes taken for recovery of rents reſerved on leaſes or demiſes for years, or otherwiſe to demean themſelves, according to law, to the intent that the ſaid *C. W.* his executors, adminiſtrators or aſſigns, ſhall be fully ſatisfied and paid the ſaid annuity, clear yearly rent-charge or annual ſum of 600 *l.* and every part thereof, and all arrears of the ſame, and all damages to be ſuſtained by reaſon of the non-payment thereof, and all coſts, charges and expences attending the recovery thereof, or of any part thereof, at the days and times in that behalf herein before mentioned; and alſo to the further uſe, intent and purpoſe that if the ſaid annuity, clear yearly rent-charge or annual ſum of 600 *l.* or any part thereof, ſhall at any time or times hereafter, happen to be behind or unpaid for or by the ſpace of forty days next over or after any of the ſaid days or times herein before limited and appointed for payment thereof, as aforeſaid; then and in ſuch caſe, and ſo often

Free from taxes.

Power of diſtreſs,

And entry.

and from time to time as it ſhall ſo happen, although no formal demand ſhall have been made of the ſaid annuity, rent-charge, or yearly ſum, or of the arrears thereof, it ſhall and may be lawful to and for the ſaid *C. W.* his executors or aſſigns, during the life of him the ſaid *D. T.* into or upon all and ſingular the ſaid capital manſion-houſe, grange or tenement, lands, hereditaments and premiſes herein before particularly deſcribed, and hereby granted, and releaſed and charged with the payment of the ſaid clear yearly rent-charge as aforeſaid, and every and upon every or any part thereof, in the name of the whole to enter and the ſame peaceably and quietly to have, hold, poſſeſs, occupy and enjoy, and the rents, iſſues and profits thereof, and of every part thereof, to have, receive and take, to and for his and their own uſe and benefit, until he or they ſhall thereby, or therewith or otherwiſe, be fully ſatisfied and paid the ſaid annuity, clear yearly rent-charge or annual ſum of 600*l.* and every part thereof, and all arrears of the ſame, or ſo much thereof as ſhall be then remaining due and unpaid; and alſo ſo much thereof as may have incurred, or as ſhall incur or grow due during ſuch time; and all loſſes, coſts, charges, damages and expences which the ſaid *C. W.* his executors, adminiſtrators or aſſigns, ſhall or may pay, ſuſtain, expend or be put unto, for or by reaſon or on account of ſuch diſtreſs upon and perception of the rents and profits of the ſame premiſes, and all damages that he or they ſhall then have had or ſuſtained by reaſon of non-payment of the ſaid annuity, clear yearly rent-charge or annual ſum of 600*l.* or of any part thereof, and ſubject to the ſaid annuity and remedies aforeſaid for the recovery thereof, to the uſe and behoof of the ſaid *C. C.* his heirs and aſſigns. *Upon Truſt*, that if the ſaid clear yearly rent charge, or annual ſum of 600*l.* or any part thereof, ſhall happen to be behind, or in arrear or unpaid, by the ſpace of 40 days next over or after any of the ſaid days herein before limited and appointed for payment thereof as aforeſaid; *Then* and ſo often as it ſhall ſo happen, that he the ſaid *C. C.* his heirs or aſſigns, ſhall and do, levy and out of the yearly rents, iſſues, and profits of the ſaid capital meſſuage-houſe, meſſuages or tenements, lands, hereditaments and premiſes ſo to him granted and releaſed as aforeſaid, or by mortgage of the ſame premiſes, or any part thereof, or demiſing the ſame, or any part thereof, for any term or number of years determinable upon the life of the ſaid *G. D. T.* redeemable upon payment of the money to be borrowed thereon with legal intereſt, or by bringing any action or actions againſt the occupiers of the ſaid premiſes, or any of them, for the recovery of the rent or rents which ſhall be then in arrear, or by making diſtreſs upon the ſame premiſes, or any part thereof, or by all or any of the ways or means aforeſaid, or by ſuch other ways and means as the ſaid *C. C.* his heirs or aſſigns ſhall think fit, raiſe and levy ſuch ſum and ſums of money as ſhall be ſufficient from time to time to pay and ſatisfy unto the ſaid *C. W.* his executors, adminiſtrators and aſſigns, during the life of him the ſaid *G. D. T.* if he ſurvives the ſaid *C. T.* the ſaid yearly, clear yearly rent-charge, or annual ſum of 600*l.* or ſo much thereof as ſhall from time to time ſo happen to be in arrear, behind or unpaid, together alſo with all ſuch loſſes, coſts, charges, damages, diſtreſſes and expences, as he the ſaid *C. C.* his heirs or aſſigns, or the ſaid *C. W.* his executors, adminiſtrators or aſſigns, ſhall ſuſtain, expend,

To truſtee in fee in truſt.

To raiſe money to pay annuity.

or be put unto for or by reaſon or on account of the non-payment thereof, at the days and times and in manner firſt herein before mentioned for payment thereof, or otherwiſe in the execution of the truſt herein before declared concerning the ſame accordingly, and after payment thereof ſhall and do pay and apply the reſidue and overplus of the rents, iſſues, and profits of the ſame premiſes over and above what ſhall be requiſite and ſufficient to pay the ſaid annuity, yearly rent charge, or annual ſum of 600 *l.* and all arrears thereof, and all ſuch coſts, charges, damages and expences as aforeſaid, together with all expences attending the ſaid truſts, or to ſuffer the ſame to be had and received, and taken by the ſaid *G. D. F.* during the term of his life. *And* the ſaid *G. D. T.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *C. W.* his executors, adminiſtrators and aſſigns, that he the ſaid *G. D. T.* ſhall and will, yearly and every year, for and during the term of the natural life of the ſaid *G. D. T.* in caſe he ſhall ſurvive the ſaid *C. T.* well and truly pay, or cauſe to be paid unto the ſaid *C. W.* his executors, adminiſtrators or aſſigns, the ſaid annuity, clear yearly rent-charge, or annual ſum of 600 *l.* of lawful money of *Great Britain*, free from all taxes, charges and deductions whatſoever, parliamentary or otherwiſe, at the days and times, and in ſuch manner and form as is or are herein before mentioned, for payment thereof, according to the true intent and meaning of theſe preſents. *And* the ſaid *G. D. T.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *C. C.* his heirs and aſſigns, in manner following, that is to ſay, that he the ſaid *G. D. T.* is now lawfully, rightfully, and abſolutely ſeiſed of, or otherwiſe entitled (ſubject to the eſtate for life of the ſaid *C. T.*) to all and every the ſaid hereditaments and premiſes herein before mentioned and intended to be hereby granted and releaſed, with the appurtenances, for and during the term of his natural life; and now hath in himſelf good right, full power, and lawful and abſolute authority (ſubject as aforeſaid) to grant, releaſe and aſſure all and ſingular the ſaid hereditaments and premiſes, with their appurtenances, unto the ſaid *C. C.* and his heirs, in manner, to the uſes, and for the purpoſes aforeſaid, according to the purport, true intent and meaning of theſe preſents; and alſo that he the ſaid *G. D. T.* hath in himſelf good right, full power, and lawful and abſolute authority, to charge the ſaid premiſes with the payment of the ſaid annuity, clear yearly rent-charge, or annual ſum of 600 *l.* unto the ſaid *C. W.* his executors, adminiſtrators and aſſigns, for the term of the natural life of the ſaid *G. D. T.* in caſe he ſhall happen to ſurvive the ſaid *C. T.* in manner aforeſaid. *And further*, that the ſaid capital manſion-houſe, meſſuages or tenements, lands, hereditaments and premiſes, herein before by theſe preſents granted and releaſed, or mentioned and intended ſo to be, and every part and parcel thereof, ſhall and may, from time to time, during the life of the ſaid *G. D. T.* in caſe he ſhall happen to ſurvive the ſaid *C. T.* remain, continue and be open and ſufficient to and for the diſtreſs and entry of the ſaid *C. W.* his executors, adminiſtrators or aſſigns, in caſe of non-payment to him or them of the ſaid annuity, clear yearly rent-charge or annual ſum of 600 *l.* at the days or times and in the manner and form herein before mentioned for payment thereof, without any diſturbance or interruption of or by him the ſaid *G. D. T.* or of or by any other perſon

Covenant for the payment of the annuity.

That grantor ſeiſed in fee.

Good right to convey.

Open to diſtreſs and entry.

perſon or perſons whomſoever, and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid G. D. T. his heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all Free from incumbrances.
and other gifts, grants, bargains, ſales, leaſes, mortgages, aſſignments, joinctures, dowers, and thirds, right and title of dower and thirds, uſes, eſtates, truſts, wills, entails, annuities, judgments, recognizances, extents, executions, commiſſions, rents and arrears of rent, yearly and groſs ſums of money, and of, from and againſt all and ſingular eſtates, titles, troubles, levies, burthens, charges and incumbrances whatſoever (other than and except the eſtate for life of the ſaid C. C. and his aſſigns therein as aforeſaid). *And further*, that he the ſaid G. D. T. ſhall and will from time to time, and at all times during the term of his natural life, in caſe he ſhall happen to ſurvive the ſaid C. C. at the reaſonable requeſt of the ſaid C. C. his heirs or aſſigns, but at the proper coſts and charges of him the ſaid G. D. T. produce and Production of title deeds.
bring forth, or cauſe or procure to be produced and ſhewn forth, whole, unmutilated, and undefaced in any court or courts of record, or other juriſdiction or elſewhere, to him the ſaid C. C. his heirs or aſſigns, or to ſuch as he or they ſhall appoint, all ſuch deeds, evidences and writings, which ſhall be neceſſary for the making out and defending the right and title of him the ſaid C. W. his executors, adminiſtrators or aſſigns, to the ſaid annuity, clear yearly rent-charge, or annual ſum of 600 *l.* And moreover, that he the ſaid G. D. T. and all and every other perſon or perſons whomſoever, now having, or who ſhall or may at any time hereafter, have or lawfully or equitably claim any eſtate, right, title, uſe, truſt or intereſt, of, in, to or out of any of the ſaid hereditaments and premiſes, hereby granted and releaſed, or expreſſed and intended ſo to Further aſſurance.
be, or any part or parcel thereof, ſhall and will, from time to time, and at all times during the life of the ſaid G. D. T. in caſe he ſhall happen to ſurvive the ſaid C. T. at the requeſt of him the ſaid C. W. his executors, adminiſtrators or aſſigns, but at the coſts and charges of him the ſaid C. W. make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable act, deed, aſſignments, conveyances and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute granting and aſſuring of the ſaid premiſes herein before mentioned and intended to be hereby granted and releaſed to the ſaid C. D. and his heirs, and to the uſe and for the purpoſes herein before mentioned, expreſſed, and declared of and concerning the ſame, and for limiting and appointing of the ſaid annuity, or clear yearly rent-charge or annual ſum of 600 *l.* free from all deductions, unto the ſaid C. W. his executors, adminiſtrators and aſſigns, for and during the natural life of the ſaid G. D. T. in caſe he ſhall ſurvive the ſaid C. T. in manner aforeſaid, as by the ſaid C. C. his heirs and aſſigns, or by the ſaid C. W. his executors, adminiſtrators or aſſigns, or any of them, or their or any of their counſel, ſhall be reaſonably deviſed, adviſed or required. *And Whereas* the ſaid Recital of a bond,
G. D. T. hath executed a bond or obligation, bearing even date with theſe preſents, and entered into by him the ſaid G. D. T. to the ſaid C. W. in the penal ſum of 2400 *l.* conditioned for the payment of one annuity

annuity of or clear yearly ſum of 600 *l.* to the ſaid *C. W.* his executors, adminiſtrators and aſſigns, and performance of the covenants in this indenture contained; and alſo hath duly executed a warrant of attorney for confeſſing judgment thereon, and which ſaid judgment is intended to be entered on record in his majeſty's court of king's bench, as of *Trinity* term now laſt paſt, or of ſome other ſubſequent term. *Now this Indenture further Witneſſeth*, and it is hereby declared, that the ſaid annuity ſecured by the ſaid bond is the ſame annuity or yearly ſum as is meant or intended to be ſecured by theſe preſents as aforeſaid; and that the ſaid judgment upon the aforeſaid bond to the ſaid *C. W.* is intended to be entered up. And the ſaid *C. W.* his executors, adminiſtrators and aſſigns, is and are to ſtand and be poſſeſſed thereof, and of all benefit and advantages to be had and taken thereby as a collateral ſecurity only. And for the better and more effectual payment of the ſaid annuity, or clear yearly ſum of 600 *l.* to the ſaid *C. W.* his executors, adminiſtrators and aſſigns, during the life of the ſaid *G. D. T.* in caſe he ſurvives the ſaid *C. T.* at the ſeveral days and times, and in the manner herein before limited and appointed for payment thereof; and that no execution or executions ſhall be iſſued or taken out upon the judgment, unleſs and until ſome one quarterly payment of the ſaid annuity, ſhall be in arrear for the ſpace of 21 days next after ſome or one of the ſaid herein before limited and appointed for payment thereof. *Provided always*, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents, and the parties hereto is; and the ſaid *G. D. T.* doth hereby for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and agree to and with the ſaid *C. W.* his executors, adminiſtrators and aſſigns, that when and ſo often as the ſaid annuity, or any part thereof, ſhall be in arrear or unpaid by the ſpace of 21 days next over or after any or either of the ſaid days or times herein before mentioned or appointed for payment thereof; that then and ſo often, and in any ſuch caſe, it ſhall and may be lawful to and for the ſaid *C. W* his executors, adminiſtrators or aſſigns, to ſue out ſuch execution or executions upon or by virtue of the ſaid judgment herein before mentioned, as he or they ſhall think fit or be adviſed for the recovery of the arrears of the ſaid annuity or yearly ſum of 600 *l.* and all coſts and charges which the ſaid *C. W.* his executors, adminiſtrators or aſſigns, or any of them, ſhall bear, pay, ſuſtain, or be put unto by or by reaſon or by means of the non-payment of the ſame annuity, or any part thereof. And that it ſhall not be neceſſary for the ſaid *C. W.* his executors, adminiſtrators or aſſigns, to revive or cauſe the ſaid judgment to be revived, or to do any act, matter or thing to keep the ſame on foot, notwithſtanding the ſaid judgment ſhall have been entered on record for the ſpace of one year or upwards, and notwithſtanding any rule or practice of the court in which the ſaid judgment ſhall be entered on record to the contrary; and that he the ſaid *G. D. T.* ſhall not, nor will have, take or receive, any advantage for want of reviving or keeping the ſaid judgment on foot. *In Witneſs*, &c.

And of a judgment.

Declaration concerning the ſame.

Proviſo, and covenant.

J. J. P.

Grant of an Annuity ſecured upon the Reſiduum of a Teſtator's Real and Perſonal Eſtate, and of the ſaid Reſiduum, with very ſpecial Covenants.

THIS *Indenture* made the —— of ——, 1783, *Between* *B. J.* of, *&c.* of the one part, and *J. B.* of, *&c.* of the other part. *Whereas* the ſaid *J. B.* hath contracted and agreed with the ſaid *B. J.* for the abſolute purchaſe of one clear annuity or yearly ſum of 100*l.* of lawful money of *Great Britain*, to be paid to the ſaid *J. B.* his executors, adminiſtrators or aſſigns, free from all taxes and deductions whatſoever, for and during the life of the ſaid *B. J.* at or for the price or ſum of 600*l.* *Now this Indenture Witneſſeth*, that for and in conſideration of the ſaid ſum of 600*l.* of lawful money of *Great Britain*, to the ſaid *B. J.* in hand and truly paid by the ſaid *J. B.* at or before the ſealing and delivery of theſe preſents, being in full for the abſolute purchaſe of the ſaid annuity or clear yearly ſum of 100*l.* the receipt whereof the ſaid *B. J.* doth hereby acknowledge, and of and from the ſame, and every part thereof, doth acquit, releaſe, exonerate and for ever diſcharge the ſaid *J. B.* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents. He the ſaid *B. J.* for himſelf, his heirs, executors and adminiſtrators, hath given, granted, bargained, ſold and confirmed, and by theſe preſents doth give, grant, bargain, ſell and confirm unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, for and during the term of the natural life of him the ſaid *B. J.* one annuity, or clear yearly ſum of 100*l.* of lawful money of *Great Britain*, free and clear of and from all taxes and deductions whatſoever, to have, receive, take and enjoy the ſaid annuity, or clear yearly ſum of 100*l.* unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, for and during the life of the ſaid *B. J.* and to be paid and payable quarterly unto him the ſaid *J. B.* his executors, adminiſtrators and aſſigns, at or in the common dining-hall of *Lincoln*'s Inn, in the county of *Middleſex*, by four even and equal quarterly payments, between the hours of ten and four of the clock in the forenoon, of the ſeveral and reſpective days and times hereinafter mentioned, (that is to ſay) on the 7th day of *January*, the 7th day of *April*, the 7th day of *July*, and the 7th day of *October*, in every year, by even and equal portions, during the life of the ſaid *B. J.* the firſt payment to begin and be made on the 7th day of *January* next enſuing the date of theſe preſents, free from all deductions and abatements whatſoever, together with a proportionable part of ſuch annuity or yearly ſum of 100*l.* for the time which ſhall elapſe between the laſt of the ſaid days of payment preceding the deceaſe of the ſaid *B. J.* and of ſuch his deceaſe, which proportionable part, he the ſaid *B. J.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *J. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *J. B.* his executors, adminiſtrators and aſſigns, ſhall be intitled to and ſhall be paid accordingly: *And whereas*, *H. J.* of *&c.* in and by his laſt will and teſtament, in writing duly executed and atteſted,

Parties.

Contract for purchaſe of an annuity.

The conſideration.

The grant.

The habendum.

Days of payments.

Covenant for the payment of a proportional part of the laſt quarter's annuity.

Recital of a will.

atteſted, bearing date on or about the 6th day of *Auguſt*, did, amongſt other things, deviſe and bequeath unto *J. M. E. B.* and *J. G.* their heirs, executors, adminiſtrators and aſſigns, certain eſtates therein particularly mentioned and deſcribed, *Upon truſt*, that they the ſaid deviſees and truſtees, ſhould as ſoon as convenient after his deceaſe, ſell and diſpoſe of the ſame for the beſt price that could be got, and did direct that the money to ariſe and be produced by ſuch ſale of the ſaid eſtates, and alſo the ſaid premiſſes until ſold, ſhould be conſidered as part of the *reſiduum* of his perſonal eſtate, and be ſubject to the truſts and purpoſes therein after by him directed, concerning ſuch the *reſiduum*, and as to all the reſt and reſidue of his perſonal eſtate of what nature or kind ſoever, or whereſoever, *And* as to his government and other ſecurities, wherein or whereupon the ſame or any part thereof, was laid out or inveſted, he gave and bequeathed the ſame unto the ſaid *J. M. E. B.* and *J. G.* (which ſaid *J. M. E. B.* and *J. G.* he did thereby appoint executors of that his laſt will,) and to their executors, adminiſtrators and aſſigns, upon the ſeveral truſts, and to and for the ſeveral uſes, intents and purpoſes, thereinafter by him directed and declared: *And* as for, and concerning ſuch part of the ſaid *reſiduum* of his perſonal eſtate, as his ſaid executors and truſtees ſhould not deem neceſſary to appropriate and ſet a part to anſwer the ſeveral truſts and purpoſes, therein-before particularly expreſſed and declared, *And alſo*, all ſuch part of his perſonal eſtate as ſhould be ſo appropriated and ſet a-part, when, and as the reſpective truſts thereby particularly declared concerning the ſame, ſhould ceaſe, determine or be performed, *And alſo*, all the annual intereſt, dividend and profits and produce of his ſaid perſonal eſtate, which ſhould be ſet a-part and appropriated as aforeſaid, over and above what would be ſufficient to make good, anſwer and pay the ſeveral and reſpective payments therein-before charged thereupon, and made payable thereout, he thereby willed and directed his ſaid executors ſhould from time to time, lay out and inveſt the ſame, *And alſo* all the annual intereſt, dividends, profits and produce from time to time, to ariſe, be had, made and received in reſpect thereof, in ſome one or more of the public funds, to accumulate until his grandſon *B. J.* (party hereto) the eldeſt ſon of his ſon *M. J.* ſhould have attained his age of 25 years, then his ſaid truſtees ſhould, (and he did thereby ſo direct) from time to time, pay to his ſaid grandſon *B J.* for and during the term of his natural life, the whole intereſt, dividends, and income of the ſaid *reſiduum* of his perſonal eſtate not before diſpoſed of, and all the increaſe, accumulations and improvements thereof, from time to time happened and happening to and for his own proper uſe and benefit, and did thereby direct, that as ſoon as any of the ſaid truſtees or executors ſhould die, that the two ſurvivors of them ſhould immediately proceed to nominate and appoint another fit perſon at their diſcretion to be a truſtee in the place of him ſo dying, and that ſo from time to time, as often as any one truſtee ſhould die, the two ſurvivors ſhould nominate and appoint another, it being his deſire and intention always to have three exiſting truſtees, and he did thereby direct that from time to time, on every nomination and appointment of a new or additional truſtee, all the ſaid truſts, eſtates and premiſſes, or ſo much thereof as ſhould from time to time remain undiſpoſed of, or the truſts whereof ſhould then remain unperformed, ſhould be ſo often aſſigned over, ſo as the

ſame

ſame might, from time to time, be legally and effectually veſted in ſuch ſurviving or former truſtees or truſtee, and in ſuch new truſtees only, upon the truſts therein declared of and concerning the ſame reſpectively, and that ſuch new truſtee and truſtees ſhould and might, from time to time, act in the execution of the ſaid truſts with the ſaid former truſtees or truſtee, as the caſe ſhould happen, as fully and effectually to all intents and purpoſes as if he or they had been originally named a truſtee or truſtees in that his ſaid will, for the purpoſes aforeſaid. *And Whereas*, the ſaid *H. J.* departed this life, on or about the ——— day of *May*, in the year of our Lord 177—, poſſeſſed of a very conſiderable perſonal eſtate, without revoking or altering the ſaid bequeſt to the ſaid *B. J.* and the ſaid *J. M. E. B.* and *J. G.* duly proved the ſaid will in the eccleſiaſtical court of the archbiſhop of *Canterbury*, and took upon themſelves the execution thereof. *And Whereas*, the ſaid *B. J.* attained the age of twenty-five years on or about, *&c. &c.* and thereupon became entitled to the intereſt, dividends and profits of the ſaid *reſiduum* of the ſaid teſtator's real and perſonal eſtate, ſubject to the charges by the ſaid will and ſeveral codicils made thereupon, during the term of his natural life: *And Whereas*, the ſaid *J. M.* died, on or about the —— day of ——— in the year of our Lord 17— and the ſaid *E. B.* and *J. G.* afterwards by virtue of the power veſted in them, by the ſaid in part recited will, choſe *R. S.* to be a truſtee in the room of the ſaid *J. M.* deceaſed: *And Whereas*, the ſaid *E. B.* afterwards died. *And Whereas*, the ſaid *B. J.* ſince his attaining his ſaid age of twenty-five years, and in, or about *Trinity term*, 1782, exhibited his bill of complaint, in the high court of chancery as plaintiff, againſt the ſaid *J. G. R. S.* and others defendants, to have a diſcovery of the ſaid teſtator's effects, to ſecure and inforce the performance of the ſaid truſts in the ſaid recited will expreſſed, and for other matters therein mentioned and ſet forth. *And Whereas*, by the anſwer of the ſaid *J. G.* and *R. S.* the then truſtees to the ſaid bill, it was admitted that the *reſiduum* then in their hands amounted to the ſum ſtated in the ſchedule annexed thereto, and herein-after particularly mentioned, (that is to ſay,) 30,000 *l. South-Sea Stock*, 5000 *l. Eaſt-India Stock*, 5,400 *l. Bank Stock*, 16,200 *l.* 5 *per cents*, 1741, *&c. &c.* the intereſt, dividends and produce of which, amounting annually to the ſum of 2466 *l.* ſubject to the following charges and annuities by the ſaid teſtator charged thereon, (that is to ſay,) 30 *l.* to ———, *&c. &c.* amounting in the whole to the yearly ſum of 1780 *l.* after the payment of which, there remained 686 *l.* being the intereſt, dividends and produce of the ſaid then *reſiduum* of the ſaid teſtator's perſonal eſtate bequeathed to the ſaid *B. J.* during the term of his natural life: *And whereas*, the ſaid *J. M.* one of the annuitants under the ſaid teſtator's will departed this life on or about the —— day of ——— in the year of our Lord ——— by which the ſaid annuity or yearly ſum of 100 *l.* fell into the ſaid *reſiduum* of the ſaid teſtator's eſtate, and increaſed the intereſt and dividends thereof to the ſum of 786 *l.* *And Whereas*, by a decree or decretal order of the ſaid court, bearing date on or about the —— day of —— 1783, made and pronounced in the ſaid cauſe, the court did, among other things, order and decree that the truſts contained in the above in part recited will, ſhould be confirmed and carried into execution, and that it ſhould be referred to a maſter to take an account of the ſaid

And of the death of the teſtator.

And of the probate of the will.

And that legatee attained his age of twenty-five.

And became intitled to the intereſt, *&c.* of ſaid *reſiduum*.

Death of a truſtee.

And choice of another in his room.

Bill in chancery filed.

Defendant's anſwer.

Further ſums of money.

Death of annuitant in the will named.

Decree in the court of chancery.

said teſtator's real and perſonal eſtates, and that the money in the funds in the hands of the ſaid truſtees, ſhould be transferred into the name of the accountant general of the ſaid court, to attend the further order of the ſaid court in the ſaid cauſe: *And Whereas*, the maſter's report in the ſaid cauſe hath not yet been made, nor the monies in the funds transferred into the name of the ſaid accountant general: *And Whereas*, the ſaid *B. J.* is now in the receipt of the ſaid annual ſum of 786 *l.* being the intereſt, dividends and profits of the ſaid now *reſiduum* of the ſaid teſtator's perſonal eſtate: *And Whereas*, upon the treaty for the purchaſe of the ſaid annuity or clear yearly ſum of 100 *l.* it was agreed between the ſaid *B. J.* and *J. B.* that for effectually ſecuring the payment thereof unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, he the ſaid *B. J.* ſhould grant, aſſign, transfer and make over unto the ſaid *J. B.* all that the preſent or future intereſt, dividends and produce of the *reſiduum* of the ſaid teſtator's perſonal effects, ſo given or deviſed, to the ſaid *B. J.* during the term of his natural life, with all the powers and remedies in him the ſaid *B. J.* veſted for ſecuring, inforcing and recovering the payment thereof, in the manner and form and upon the truſts herein-after mentioned. *Now this Indenture witneſſeth*, that in purſuance of the ſaid agreement and for carrying the ſame into execution and for the conſiderations aforeſaid, he the ſaid *B. J.* hath granted, bargained, ſold, aſſigned, transferred and ſet over ratified and confirmed, *And by theſe preſents* doth bargain, ſell, aſſign, transfer and ſet over, and ratify and confirm unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, *All* and every the intereſt, dividends and produce now accruing and ariſing, or from time to time, or at any times hereafter during the natural life of the ſaid *B. J.* to accrue or ariſe on the *reſiduum* or ſurplus of the ſaid teſtator's ſaid perſonal eſtate, to which the ſaid *B. J.* is, or at any time hereafter, ſhall be intitled under or by virtue of the ſaid recited will for his life as aforeſaid, and all powers and remedies at law or in equity, veſted in him the ſaid *B. J.* for ſecuring or enforcing the payment of or recovering the ſame, and all benefit and advantage thereof. *To have and to hold*, receive, perceive, take and enjoy the ſaid preſent and future intereſt, dividends and produce of the ſaid *reſiduum* of the ſaid teſtator's real and perſonal eſtate and effects hereby aſſigned or expreſſed or intended ſo to be, and all future and growing payments thereof, and all advantage and benefit thereof, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns from henceforth, for, and during the term of the natural life of the ſaid *B. J. Upon the Truſts nevertheleſs*, and to and for the ends, intents and purpoſes, and under and ſubject to the proviſoes, declarations and agreements hereinafter expreſſed and declared of, and concerning the ſame, (that is to ſay,) *Upon Truſt*, that he the ſaid *J. B.* his executors, adminiſtrators or aſſigns, ſhall and do, by, with, and out of the ſaid intereſt, dividends and produce, of the ſaid teſtator's perſonal effects ſo bequeathed to the ſaid *B. J.* for and during the term of his natural life, from time to time, pay and retain to himſelf, his heirs, executors, adminiſtrators and aſſigns, yearly and every year, for and during the life of the ſaid *B. J.* the ſaid annuity of 100 *l.* of lawful money of *Great Britain*, at the days and times herein before mentioned for payment thereof, and in the next place ſhall, and do pay all the coſts, charges and expences which the ſaid *J. B.* or his executors, adminiſtrators or aſſigns, ſhall ſuffer, ſuſtain, or be put unto, for or by reaſon or means of the non-payment

And that the grantor is in the receipt, &c.

Agreement to charge ſaid annuity on the *reſiduum* of the teſtator's eſtates.

Conſideration.

Tranſfer of the *reſiduum*.

Habendum.

Upon truſt.

To pay and retain to himſelf the ſaid annuity.

With all coſts and expences,

payment of the ſaid yearly ſum of 100 *l.* or any part thereof, or the ſuing for or recovering, or the compelling the payment of the ſame, or any part thereof, or for, or in reſpect of any other matter, cauſe or thing whatſoever relating thereto, or to the truſt hereby veſted or repoſed in the ſaid *J. B.* his executors, adminiſtrators and aſſigns. *And upon further truſt*, that in caſe the ſaid *B. J.* ſhall at any time hereafter leave the kingdom, whereby or by means whereof the ſaid *J. B.* his executors, adminiſtrators or aſſigns ſhall be put to any extraordinary expences, in, by or for inſuring the life of him the ſaid *B. J.* then, that the ſaid *J. B.* his executors, adminiſtrators or aſſigns, ſhall and may retain, and pay all ſuch extraordinary expences as he the ſaid *J. B* his executors adminiſtrators or aſſigns ſhall be put to in reſpect thereof. And *laſtly*, ſhall and do pay the reſidue and remainder of the ſaid intereſt, dividends and produce of the ſaid *reſiduum* of the ſaid teſtator's perſonal effects, bequeathed to the ſaid *B. J.* during the term of his natural life, unto the ſaid *B. J.* or his aſſigns, for his or their own proper uſe and benefit. *And* for the better and more effectual ſecuring the punctual payment of the ſaid annuity or clear yearly ſum of 100 *l.* unto the ſaid *J. B.* his executors, adminiſtrators or aſſigns, it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, that it ſhall and may be lawful to, and for the ſaid *J. B.* his executors, adminiſtrators and aſſigns, and the ſaid *B. J.* doth by theſe preſents fully and abſolutely authorize and impower him and them, from time to time and at all times hereafter during the term of the natural life of the ſaid *B. J.* to aſk, demand and receive of, and from the ſaid *J. G.* and *R. S.* or either of them, and of and from the truſtees or truſtee for the time being, and of and from the accountant-general of the Court of *Chancery*, and of and from all and every other perſon or perſons whomſoever intereſted or concerned therein, the ſaid intereſt, dividends and produce of the ſaid *reſiduum* of the ſaid teſtator's perſonal eſtate, and every part thereof, and upon receipt thereof, or any part thereof, releaſes, acquittances and other proper diſcharges from time to time to make and give for the ſame, either in the name or names of him the ſaid *J. B.* his executors, adminiſtrators or aſſigns, or in the name of the ſaid *B. J.* juſt as occaſion ſhall be and require, and upon non-payment thereof or of any part thereof, in the name or names and in the manner aforeſaid, to have and take, exerciſe, commence, carry on, and proſecute all ſuch powers, remedies and expedients, courſes, uſes or means whatſoever, and in ſuch manner as he the ſaid *B. J.* might or could perſonally do in that behalf in caſe theſe preſents had not been made, he the ſaid *B. J.* hereby conſtituting and appointing the ſaid *J. B.* his executors, adminiſtrators and aſſigns, his true and lawful attorney and attornies for that purpoſe, and with power to ſubſtitute, depute and appoint under him and them any other perſon or perſons from time to time for the ſame ends and purpoſes. *And* the ſaid *B. J.* for himſelf, his heirs, executors and adminiſtrators, *Doth* covenant and agree to and with the ſaid *J. B.* his executors, adminiſtrators and aſſigns by theſe preſents in manner following, (that is to ſay,) *That* he the ſaid *B. J.* ſhall and will, well and truly pay or cauſe to be paid unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, for and during the term of the natural life of him the ſaid *B. J.* the ſaid annuity or clear yearly ſum of 100 *l.* free and clear of and from all taxes, charges and deductions

Upon further truſt.

In caſe annuitant leaves the kingdom to retain inſurance.

And to pay the reſidue to the annuitant.

Power of attorney.

Covenant for payment of annuity.

tions whatſoever, parliamentary or otherwiſe, at the places and times and in manner and form herein-before mentioned, *And* that he the ſaid *B. J.* now hath in himſelf good right, full power and lawful and abſolute authority to grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, the ſaid intereſt, dividends and produce of the *reſiduum* of the ſaid teſtator's perſonal eſtate in manner and form aforeſaid, and that the ſaid *B. J* now at the time of making and executing theſe preſents is in the receipt and enjoyment and well intitled in poſſeſſion to the intereſt, dividends and produce of the *reſiduum* of the ſaid teſtator's perſonal eſtate, and that the ſaid *B. J.* hath not at any time or times heretofore made, done or committed, or ſuffered to be made, done or committed any act, deed, grant, aſſignment, matter or thing whatſoever, whereby or wherewith the ſaid intereſt, dividends and produce of the *reſiduum* of the ſaid teſtator's perſonal eſtate hereby granted or expreſſed or intended ſo to be, is, are, can, ſhall or may be in any wiſe charged, incumbered or affected, or annulled, extinguiſhed, forfeited, or become void or voidable, except the three ſeveral annuities, amounting in the whole to the clear yearly ſum of 350 *l.* granted by the ſaid *B. J.* to the following perſons, (*viz.*) one annuity of 150 *l.* to ——— of, *&c.* another annuity of 100 *l.* to ——— of *&c.* and another annuity of 100 *l.* to ——— of *&c.* for and during the life of him the ſaid *B. J.* *And alſo*, that the ſaid *B. J.* ſhall and will at any time or times hereafter, at the requeſt of the ſaid *J. B.* his executors, adminiſtrators or aſſigns, appear in perſon as often as there ſhall be occaſion for his ſo doing, (upon his having notice thereof,) at any office or place of inſurance, or at any other place within the cities of *London* or *Weſtminſter*, or ſhall ſend to him or them notice of his (the ſaid *B. J*'s.) place of abode, and if neceſſary vouchers or certificates of his the ſaid *B. J*'s being living and of the ſtate and condition of his health, in order that the ſaid *J. B.* his executors, adminiſtrators or aſſigns, may inſure the life of him the ſaid *B. J.* for the better and more effectual ſecuring to him and them the ſaid annuity or yearly ſum of 100 *l.* in the ſaid bond above-mentioned. *And further*, that the ſaid *B. J.* ſhall not nor will do any act or thing, acts or things whatſoever, that ſhall or may in any way impeach or render void any policy or policies of inſurance made by the ſaid *J B.* his executors, adminiſtrators or aſſigns, for inſuring the life of the ſaid *B. J.* *And further*, it is hereby agreed and declared and the ſaid *B. J.* doth covenant, promiſe and agree to and with the ſaid *J. B.* his executors and adminiſtrators, that he the ſaid *B. J.* his executors or adminiſtrators ſhall and may forthwith apply by petition or otherwiſe to the court of chancery to obtain an order to have the ſaid annuity or yearly ſum of 100 *l.* paid to him the ſaid *J. B.* his executors, adminiſtrators or aſſigns, by the accountant-general of the ſaid court, by and out of the dividends, intereſt and produce of the ſaid reſiduum of the ſaid teſtator's perſonal eſtate ſo given to the ſaid *B. J.* during his life as aforeſaid; and that he the ſaid *B. J.* ſhall and will upon ſuch application made by the ſaid *J. B.* his executors, adminiſtrators or aſſigns, for obtaining an order to the ſaid accountant-general for that purpoſe, conſent thereto, and do and execute, or concur in doing or executing, all and every ſuch act and deed, acts and deeds, as ſhall be requiſite or expedient for or in any wiſe to facilitate the obtaining ſuch order; and laſtly, that he the ſaid

Good right to grant and aſſign.

And is in the receipt of the premiſſes.

And hath not incumbered.

Exception.

And to appear at any office for inſurance of lives.

And ſhall not do any act to avoid the ſaid policy.

Power to apply by petition or otherwiſe to the court of chancery.

B. J. his executors, administrators and assigns, shall and will, from time to time, and all times hereafter, at the request of the said *J. B.* at the costs and charges of the said *B. J.* his executors, administrators and assigns, make, do, acknowledge, execute and suffer, or cause to be made, done, acknowledged, executed and suffered, all and every further and other lawful and reasonable acts, deeds, assignments, surrenders and assurances in the law whatsoever, for the further, better, more perfect and absolute granting, assuring, and securing the said annuity, or clear yearly sum of 100 *l.* clear of all deductions, unto the said *J. B.* his executors, administrators and assigns, and for the assigning and assuring to him or them for that purpose, the said interest, rents and profits of the said *residuum* of the said testator's estate and effects, to which the said *B. J.* is so entitled during his life as aforesaid, as the said *J. B.* his executors, administrators and assigns, or his or their counsel, shall be reasonable advised, devised or required. *And* Further assurance.

whereas the said *B. J.* hath executed a bond or obligation bearing even date with these presents, and entered into by him the said *B. J.* to the said *J. B.* in the penal sum of 1200 *l.* conditioned for the payment of the said annuity, or clear yearly sum of 100 *l.* to the said *J. B.* his executors, administrators or assigns, and performance of the covenants in this present indenture contained, and also duly executed, a warrant of attorney for confessing a judgment, and which said judgment is intended to be entered on record in his majesty's court of king's bench at *Westminster*, as of *Trinity Term* last, or of some other subsequent term. *Now this Indenture Witnesseth*, and it is hereby declared and agreed by and between the said parties to these presents, that the said annuity secured by the said bond is the same annuity, or yearly sum as is meant and intended to be secured by these presents as aforesaid; and that the said judgment on the aforesaid bond to the said *J. B.* is intended to be entered up; and the said *J. B.* his executors, administrators and assigns, is and are to stand and be possessed thereof, and of all benefit and advantage arising and to be had or taken thereby as a collateral security only. And for the better and more effectual payment of the said annuity, or clear yearly sum of 100 *l.* to the said *J. B.* his executors, administrators and assigns, during the life time of the said *B. J.* at the several days and times, and in the manner herein before limited and appointed for the payment thereof, and that no executions shall be issued or taken out upon the said judgment, unless and until some one quarterly payment of the said annuity shall be in arrear for the space of 21 days herein before limited and appointed for payment thereof. *Provided always*, and it is hereby further declared and agreed by and between the said parties to these presents, and the true intent and meaning of these presents, and of the said parties hereto is; and the said *B. J.* for himself, his heirs, executors and administrators, doth hereby covenant, promise and agree to and with the said *J. B.* his executors, administrators and assigns, that from time to time and as often as the said annuity, or any part thereof, shall be behind and unpaid by the space of 21 days next over or after any or either of the said days and times herein before mentioned or appointed for the payment thereof, that then, and so often in every such case, it shall and may be lawful to and for the said *J. B.* his executors, administrators and assigns, to sue out such execution or executions upon or by virtue of the said judgments herein before mentioned, as he or they shall think fit or be

Recital of bond for securing the said annuity,

And of a warrant of attorney.

Declaration that the annuity secured by the said bond is the same annuity, as is secured by this deed, &c.

And that said judgment is intended to be entered up.

And that no execution shall be taken out thereon, until, &c.

Proviso.

That on default of payment for 21 days, it shall be lawful for the grantee to take out execution.

be adviſed for the recovery of the arrears of the ſaid annuity or yearly ſum of 100 *l.* and all coſts and charges which the ſaid *J. B.* his executors, adminiſtrators and aſſigns, or any of them, ſhall bear, pay, ſuſtain or be put unto, by or by reaſon or means of the non-payment of the ſame annuity, or any part thereof, and that it ſhall not be neceſſary for the ſaid *J. B.* his executors, adminiſtrators or aſſigns, to revive or cauſe the ſaid judgment to be revived, or to do any act, matter, or thing to keep the ſame on foot, notwithſtanding the ſaid judgment ſhall have been entered on record for the ſpace of one year or upwards, and notwithſtanding any rule or practice of the court in which the ſaid judgment ſhall be entered on record to the contrary, and that he the ſaid *B. J.* ſhall not or will have take or receive any advantage for want of reviving or keeping the ſaid judgment on foot. *In Witneſs*, &c.

J. J. P.

And that it ſhall not be neceſſary for the ſaid grantor to revive, &c.

A Grant of Rent for a Marriage Settlement.

THIS *Indenture*, made, &c. *Between E. G.* of, &c. of the one part, and *R. R.* and *J. G.* ſon and heir apparent of the ſaid *E. G.* of the other part: *Whereas* there is a marriage intended ſhortly to be had and ſolemnized betwixt the ſaid *J. G.* and *A. R.* daughter of the ſaid *R. R.* *Now this Indenture Witneſſeth*, that for and in conſideration of the ſaid intended marriage, and of the ſum of ten thouſand pounds of lawful money of *Great Britain*, to him the ſaid *E. G.* as the marriage portion of the ſaid *A.* by the ſaid *R. R.* at or before the enſealing and delivery of theſe preſents well and truly paid, the receipt whereof the ſaid *E. G.* doth hereby acknowledge: *And* for providing a preſent maintenance for the ſaid *E. G.* and *A. R.* during the life of the ſaid *E. G.* in caſe the ſaid intended marriage ſhall take effect, he the ſaid *E. G. Hath* given, granted and confirmed, and by theſe preſents *Doth* give, grant and confirm, unto the ſaid *J. R.* one annuity or yearly rent-charge of eight hundred pounds of lawful money of *Great Britain*, to be yearly iſſuing and going out of the manor or lordſhip of *D.* and all and ſingular the meſſuages, lands, tenements and hereditaments whatſoever of the ſaid *G.* ſituate, lying and being in the ſaid pariſh of *D.* in the ſaid county of, &c. *To have and to hold*, perceive, and yearly to receive, take and enjoy the ſaid annuity or yearly rent-charge of eight hundred pounds to the ſaid *J. G.* and his aſſigns, for and during the term of 99 years, commencing immediately from and after the ſolemnization of the ſaid intended marriage, and fully to be compleat and ended, if the ſaid *E. G.* and *J. G.* ſhall ſo long jointly live, and to be payable yearly, at the four moſt uſual feaſts or terms in the year, (that is to ſay) the Annunciation of the Bleſſed Virgin *Mary*, the feaſt of St. *John* Baptiſt, the feaſt of St. *Michael* the Archangel, and the Birth of our Bleſſed Lord and Saviour *Jeſus Chriſt*, by even and equal portions, the firſt payment thereof to begin and be made at the feaſt of the Annunciation next enſuing the ſolemnization of the ſaid intended marriage: *And* the ſaid *E. G.* doth hereby further grant and agree, *That* if it ſhall happen the ſaid annuity or yearly rent-charge of eight hundred pounds *per annum*, or any part thereof, be behind or unpaid at any of the days and times

Conſideration.

Grant.

Habendum for 99 years.

Power to diſtrain upon non-payment.

s wherein the ſame ought to be paid, that then and ſo often it ſhall may be lawful to and for the ſaid *J. G.* into and upon the ſaid or, meſſuages, lands, tenements, hereditaments and premiſſes, out hich the ſaid yearly rent is granted, or mentioned to be granted, iſſuing or mentioned to be iſſuing as aforeſaid, and into every or part or parcel thereof, at his and their liberty, choice and pleaſure, r and diſtrain for the ſaid yearly rent of eight hundred pounds, rears thereof, and the diſtreſs and diſtreſſes then and there ſo to take, lead, drive or carry away, and impound, and in pound and keep, until the ſame yearly rent of eight hundred pounds, arrears thereof, for which ſuch diſtreſs or diſtreſſes ſhall be made ſaid, ſhall be unto the ſaid *J. G.* or his aſſigns fully ſatisfied, ted and paid: *And further*, if it ſhall happen that the ſaid yearly or any part thereof, be behind and unpaid by the ſpace of forty ext after any of the ſaid days, on which the ſame ought to have aid as aforeſaid, *That* then and ſo often and from time to time it and may be lawful to and for the ſaid *J. G.* and his aſſigns, into pon the ſaid manor, meſſuages, lands, tenements, hereditaments, l and ſingular other the premiſſes, out of which the ſaid yearly granted, or hereby mentioned to be granted, to be iſſuing, or men- to be iſſuing as aforeſaid, and into every or any part or parcel f, at his and their liberty to enter, and the ſame to retain, hold eep, until the ſame yearly rent of eight hundred pounds, and part thereof, of ſuch part or parts of the ſaid yearly rent of eight ed pounds, and every part thereof, or ſuch part or parts of the early rent, and of the arrearages thereof, as ſhall be then behind npaid, and all damages, coſts, charges and expences in and or by reaſon of any non-payment of the ſame happening, out of nts, iſſues and profits thereof, ſhall be fully ſatisfied, contented aid: *And* the ſaid *E. G.* doth hereby for himſelf, his heirs, exe- and adminiſtrators, covenant, promiſe and grant to and with the *J. G.* his executors and adminiſtrators, that for and notwithſtand- y act or thing by the ſaid *E. G.* had, made, done, committed or d to the contrary, he is rightfully and lawfully ſeiſed of and in id manors, meſſuages, lands, tenements, hereditaments and pre- , for and during the term of his natural life: *And* hath full power awful authority by theſe preſents, to charge the ſaid premiſſes, very part thereof, with the ſaid yearly rent of eight hundred s, in manner and form aforeſaid. *And* that he will well and truly nd ſatisfy the ſame, by quarterly payments, at ſuch feaſts, days es as before appointed for the payment thereof, without any de- on or abatement, for or by reaſon of any taxes or impoſitions what- r, that ſhall be taxed, impoſed or aſſeſſed upon the ſaid rent-charge ht hundred pounds hereby granted or mentioned to be granted, or he ſaid *J. G.* or his aſſigns, for or by reaſon or in reſpect of the nt-charge, by any act of parliament already or hereafter to be *And* that he the ſaid *E. G.* ſhall and will bear and pay the and ſave and keep harmleſs and indemnified the ſaid *J. G.* and igns, of and from the payment thereof. *And further*, the ſaid *F.* himſelf, his heirs, executors and adminiſtrators, doth hereby co- , promiſe and agree to and with the ſaid *R. R.* his executors and niſtrators, that if it ſhall happen the ſaid *J. G.* die in the life- time

Clauſe of entry.

Covenant that he is tenant for life,

And hath power to ſettle.

Covenant to repay the rent.

And to indemnify *A. B.* from the payment thereof.

time of the ſaid *E. G.* leaving any child or children born, or *in ventre ſa mere* by him lawfully begotten upon the body of the ſaid *A. R.* his intended wife, *That* then the ſaid *E. G.* ſhall and will, at his own proper coſts and charges, provide for, and well and ſufficiently maintain and every ſuch child and children, with neceſſary and convenient meat drink, lodging, cloathing, attendance, education and proviſion ſuitable to their degree, quality, ages and conditions. *In Witneſs*, &c.

The grantor will maintain all and every the children left by *C. D.* at his deceaſe or in *ventre ſa mere.*

Before Marriage, of an Annuity (or Pin-Money) upon Truſt for the intended Wife's ſeparate Uſe, over and above a Settlement of equal Date.

THIS *Indenture Tripartite*, made, &c. *Between G. P.* of —— eſq. of the firſt part, (*the intended huſband*) *T. B.* one of the ſiſters of Sir *T. B.* of —— (*the intended wife*) of the ſecond part, and Sir *J. C.* of —— and *J. C.* of —— (*truſtees*) of the third part. *Whereas* a marriage is, by God's permiſſion, intended to be ſhortly had and ſolemnized between the ſaid *G. P.* and *T. B.* and the ſaid *G. P.* out of the great love and affection he hath and beareth to the ſaid *T.* his intended wife, hath agreed, over and above the ſettlement and proviſion made for the ſaid *T.* on his ſaid intended marriage, by ſettlement bearing equal date herewith, to ſettle the annual ſum of 100 *l.* tax free, on the ſaid *T.* for her pin-money, during the joint lives of the ſaid *G. P.* and *T. B.* his intended wife: *Now this Indenture witneſſeth*, that in performance of the ſaid agreement, and in conſideration of the ſum of 10 *s.* of, &c. to the ſaid *G. P.* by the ſaid Sir *J. C.* and *J. C.* in hand, &c. the receipt, &c. *He* the ſaid *G. P. Hath* given, granted and confirmed, and by theſe preſents *Doth* give, &c. unto the ſaid Sir *J. C.* and *J. C.* an annual ſum, or yearly rent charge of 100 *l.* to be iſſuing and going out of *All* that, &c. *To have*, hold, perceive, receive and enjoy the ſaid annual payment or yearly ſum of 100 *l.* to the ſaid Sir *J. C.* and *J. C.* their heirs and aſſigns, during the joint lives of the ſaid *G. P.* and *T. B.* to be paid quarterly at *Chriſtmas*, *Lady-Day*, *Midſummer*, and *Michaelmas*, without any deduction or abatements for taxes parliamentary or others, or other matter or thing whatſoever; the firſt payment to be made on ſuch of the ſaid feaſts as ſhall next happen after the ſolemnization of the ſaid intended marriage; *And* if it ſhall happen that the ſaid annual ſum or yearly ſum of 100 *l.* be behind, &c. (*clauſe for truſtees to diſtrain on non-payment; and a covenant, that if the marriage take effect, the huſband will pay the ſaid annuity*, Vid. Tit. *Covenants.*) *And* it is hereby declared and agreed by and between all the ſaid parties to theſe preſents, that the ſaid annual ſum of 100 *l.* ſo granted to the ſaid Sir *J. C.* and *J. C.* as aforeſaid, is upon truſt (*to pay the ſame to the wife's ſeparate uſe, notwithſtanding her coverture.* Vid. Tit. *Uſes.*) (*Proviſo added; that if the annuity be behind for more than two years, no demand or diſtreſs to be made.* Vid. Tit. *Proviſo.*) *In Witneſs*, &c.

Recital of marriage intended.

And agreement to ſettle pin-money.

Conſideration.

Grant.

Habendum.

Clauſe of diſtreſs.

Covenant to pay the money.

Declaration. Truſt.

A Bargain

Bargain and Sale in Consideration of Affection and Annuity of Stock in the Orphan's Fund, by S. H. *to* T. T. *and in Consideration thereof* T. T. *grants* S. H. *an Annuity for Life.*

THIS *Indenture*, made, &c. *Between* S. H. of, &c. of the one part, and T. T. of, &c. of the other part, *Witneſſeth*, that the S. H. for and in conſideration of the affection ſhe beareth towards the said T. T. and alſo in conſideration of the annuity or yearly ſum of l. to her the ſaid S. H. yearly to be paid by the ſaid T. T. his exe- rs and adminiſtrators, during the term of the natural life of the S. H. herein after granted, bargained and ſold to the ſaid S. H. or aſſigns, or mentioned or intended ſo to be, and in conſideration of of 5 s. of, &c. to the ſaid S. H. in hand paid by the ſaid T. &c. the receipt, &c. and for other, &c. moving, *Hath* given, d, bargained and ſold, and by theſe preſents *Doth* give, &c. un- ſaid T. T. his executors and adminiſtrators, *All* the right, title, , claim, property, ſhare and demand of her the ſaid S. H. of, to 7240 l. in the ſtock or fund called or known by the name of *phan's Debt*, *London*, and alſo, of, in and to the ſum of 477 l. rmerly alſo in the ſaid ſtock or fund, and which was paid off ſcharged by the city of *London* aforeſaid, on or about the 14th *January*, and which ſaid ſeveral ſums of 7240 l. and 477 l. 3d. late part of the perſonal eſtate of D. R. H. deceaſed, brother of ſaid S. H. and amongſt other things deviſed to them the ſaid S. H. T. T. in and by the laſt will and teſtament of the ſaid D. R. H. in er therein mentioned and expreſſed; *To have, hold and enjoy* the , and every part and parcel thereof to him the ſaid T. T. his exe- and adminiſtrators, to and for the only uſe and behoof of him ſaid T. T. his executors and adminiſtrators, to and for the only uſe behoof of him the ſaid T. T. his executors and adminiſtrators. *And deed further witneſſeth*, that the ſaid T. T. for and in conſide- of the grant and ſale of the intereſt of her the ſaid S. H. of, in to the ſaid 7240 l. and alſo of, in and to the ſaid 477 l. 3 d. as ſaid, and alſo in conſideration of the ſum of 5 s. of, &c. to the T. T. in hand paid, by the ſaid S. H. at or before, &c. the receipt, and for other, &c. moving, *Hath* given, granted, bargained and and by theſe preſents *Doth* give, &c. unto the ſaid S. H. and her , *One* annuity or yearly ſum of 194 l. *To have*, perceive, take enjoy the ſame annuity to her the ſaid S. H. and her aſſigns, during the term of the natural life of her the ſaid S. H. the ſame paid to the ſaid S. H. or her aſſigns yearly, for and during the aforeſaid; the firſt payment thereof to be made on —— next the date of theſe preſents, and ſo from henceforth to continue, yearly to be paid to the ſaid S. H. or her aſſigns, during the na- life of the ſaid S. H. as aforeſaid. (Covenant, *That* T. T *ſhall the ſaid annuity in manner aforeſaid; and that if* S. H. *ſurvives* T. *he having neither wife nor child at his death, his executors* pay S. H. 1500 l. Vid. Tit. *Covenants*; proviſo, *That after*

Consideration. Sale. Of Stock. Habendum. Consideration. Grant. Habendum. Covenants. Proviſoes.

payment of the ſaid 1500 *l.* 40 *l. of the ſaid annuity ſhall ceaſe.* Vid. Tit. *Proviſo.*) *In Witneſs*, &c.

Of an Annuity or Rent-Charge, to commence after the Death of the Grantor, if the Grantee ſurvives, iſſuing out of all the Grantor's real Eſtate.

Conſideration of faithful ſervices.

THIS *Indenture*, made, &c. *Between C. W.* of, &c. Eſq; of the one part, and *C. D.* of, &c. of the other part, *Witneſſeth*, that as well for and in conſideration of the paſt faithful ſervices of the ſaid *G. D.* towards the ſaid *C. W.* and for ſecuring a proviſion immediately from and after the death of the ſaid *C. W.* for the maintenance and ſupport of the ſaid *C. D.* during his life, in caſe he the ſaid *C. D.* ſhall ſurvive the ſaid *C. W.* as for and in conſideration of the ſum of 10 *s.* to the ſaid *C. W.* in hand paid, by the ſaid *C. D.* at or before, &c. the receipt, &c. and for divers, &c. be the ſaid *C. W. Hath* given, granted and confirmed, and by theſe preſents *Doth* give, &c. unto the ſaid *C. D. One* annuity or yearly rent-charge of 500 *l.* of, &c. to be iſſuing and going out of all and every the meſſuages, farm, lands, tenements, hereditaments, and real eſtate whatſoever, of the ſaid *C. W.* ſituate, &c. *To have hold*, perceive, receive, take and enjoy the ſaid annuity or yearly rent-charge of 500 *l.* unto the ſaid *C. D.* and his aſſigns, from and immediately after the death of the ſaid *C. W.* for and during the term of the natural life of the ſaid *C. D.* the annuity or yearly rent-charge of 500 *l.* to be payable and paid yearly in the *Inner Temple Hall, London*, without any deduction, default or abatement, for or by reaſon of any charges of return, or any taxes, charges or aſſeſſments whatſoever impoſed or to be impoſed on the ſaid annual ſum of 500 *l.* or on the lands charged with the payments thereof, by authority of parliament, or otherwiſe howſoever, at the four moſt uſual quarter-days or times of payment in the year, that is to ſay, at *Lady Day*, *Midſummer*, *Michaelmas*, and *Chriſtmas*, by equal portions; the firſt payment to begin and be made on ſuch of the ſaid days or times of payment, as ſhall firſt and next happen after the death of the ſaid *C. W.* (*Covenants to diſtrain and enter on non-payment*, vid. before, and tit. *Covenants.*) *In Witneſs*, &c.

Grant.

Habendum.

A Grant of the next Turn or Right of Preſentation to a Rectory and Pariſh Church.

Conſideration.

THIS *Indenture*, made, &c. *Between A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *Witneſſeth*, that the ſaid *A. B.* for and in conſideration of the ſum of 1000 *l.* of lawful money of *Great Britain*, to him in hand well and truly paid by the ſaid *C. D.* at and before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom,

thereupon, and of and from every part and parcel thereof, doth acquit, ...
clare and discharge the said *C. D.* his executors, administrators and ...
... for ever by these presents, *Hath* granted, bargained, sold, as- ...
... and confirmed, and by these presents *Doth* grant, bargain, sell, Grant.
... and confirm unto the said *C D.* his executors, administrators and ...
... the next turn or right of presentation, avoidance, donation, no- ...
... and free disposition of, in and to the rectory or parish-church of ...
... the chapel of *D. P.* annexed, in the county of *S.* and diocese ...
... bishop of *W.* and all messuages, cottages, tenements, glebe lands, ...
... other lands, meadows, pastures, feedings, tythes, oblations, ...
... waters, fishings, profits, commodities, advantages, here- ...
... rights, members and appurtenances whatsoever, to the said ...
... parsonage church and chapel, every or any of them, respec- ...
... belonging, or in any wise appertaining, or therewith had, used, ...
... occupied or enjoyed, as part, parcel or member thereof, when ...
... shall become vacant by the death, cession, deprivation or resig- ...
... of *B. R.* clerk, now incumbent thereof, or by any other ways ...
... whatsoever; *To have and to hold* the said next turn or right *Habendum.*
... sentation, donation, nomination and free disposition to him the ...
... *D.* his executors, administrators and assigns, in order for him ...
... to present one fit person to the said rectory, or church and cha- ...
... said, when the same shall become vacant, to officiate in the same ...
... and chapel, and receive and take the rents, issues and profits of ...
... to and for his sole use and benefit. *And* the said *A. B.* for That grantor is
... his heirs, executors, administrators and assigns, doth covenant, lawful owner.
... grant and agree to and with the said *C. D.* his executors, ad- ...
... tors and assigns, in manner following (that is to say) That he ...
... *A. B.* is the true and lawful owner and patron of the said rec- ...
... church and chapel aforesaid, and is thereof lawfully seised of ...
... sure, perfect and indefeasible estate of inheritance in fee simple; ...
... at the time of the sealing and delivery of these presents, hath And lawfully
... right, full power, and lawful and absolute authority to grant, bar- seised and hath
... sell, assure and confirm unto the said *C. D* his executors, admi- power to grant.
... rs and assigns, the said next presentation, donation, nomination, ...
... disposition of the said rectory or church and chapel, in manner ...
... aforesaid. *And also* that it shall and may be lawful to and for That grantee
... *C. D.* his executors, administrators and assigns, to present some may present.
... to the next avoidance thereof, whensoever the same shall be- ...
... void. *And also* that the said *C D.* his executors, administrators For quiet enjoy-
... signs, and every of them, shall and lawfully may from time to time, ment.
... all times hereafter, peaceably and quietly have, hold, use, occupy, ...
... and enjoy the said next presentation or avoidance of the said rec- ...
... or church and chapel herein before granted, with their appurte- ...
... without the lawful let, suit, trouble, molestation, interruption, ...
... disturbance or denial of him the said *A. B.* his heirs, execu- ...
... administrators and assigns, or any of them, or of any other person ...
... whatsoever, lawfully claiming or to claim the same by, from, ...
... him, them, or any of them. *Provided always*, and it is here- ...
... between the said parties to these presents, and the said *A. B.* ...
... by further for himself, his heirs, executors and administrators ...
... promise and agree to, and with the said *C. D.* his executors, ...
... and assigns, that in case the said *R. B* the present incum-

bent of the ſaid rectory, or pariſh church of *C.* aforeſaid, ſhall at any time hereafter during ſuch his incumbency, be created or promoted to the dignity of a biſhop by means whereof the right of preſentation to the ſame rectory or pariſh church may devolve upon, and be exerciſed by virtue of his majeſty's royal prerogative in ſuch caſes, that then, and in ſuch caſes it ſhall and may be lawful to, and for the ſaid *C. D.* his executors, adminiſtrators and aſſigns to have, hold and enjoy the firſt or next turn or right of preſentation, avoidance, collation, nomination and free diſpoſition of, and to the ſaid rectory or pariſh church of *C.* aforeſaid, when and after the ſame ſhall happen to become void by means of the death, reſignation, ceſſion or deprivation of the perſon ſo to be preſented by virtue of his ſaid majeſty's prerogative royal as aforeſaid, or in any other way or manner whatſoever, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs* whereof, *&c.*

Grant of the next Preſentation by Huſband and Wife, in caſe the Living ſhall became void in the Wife's Life, it being Part of her Settled Eſtate for Life, with a Covenant to levy a Fine, Sur Conceſſerunt.

THIS *Indenture* made the —— day of, *&c.* 1759, *Between A. B.* of —— and *E. B.* his wife, of the one part, and *C. D.* of, *&c.* of the other part. *Whereas* by virtue of one indenture of ſettlement, bearing date on or about the 14th day of *November* 1739, and made or mentioned to be made between *J. T.* of *W. &c.* of the one part, and *J. H.* of, *&c.* and *J. W.* of, *&c.* of the other part, the advowſon and right of patronage of and unto the rectory and pariſh church of *W.* in the county of *S.* with their ſeveral and reſpective rights, members and appurtenances, were, for the conſiderations therein mentioned, ſettled and limited to the uſe of the ſaid *E. B.* (then *E. H.*) for her life, with divers remainders over. *And whereas* the ſaid *C. D.* hath contracted and agreed with the ſaid *A. B.* and *E.* his wife, for the purchaſe of the right of preſentation to the ſaid rectory and pariſh-church of *W.* when and ſo often as the ſame ſhall or may be, or may become void during the life of her the ſaid *E. B.* and is to give for ſuch purchaſe the ſum of 500 *l.* of lawful money of *Great Britain*, to be paid in the manner herein after mentioned. *Now this Indenture Witneſſeth*, that for and in conſideration of the ſum of 100 *l.* of good and lawful money of *Great Britain* to the ſaid *A. B.* and *E.* his wife, or one of them, in hand well and truly paid by the ſaid *C. D.* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged; *And alſo* in conſideration of the further ſum of 400 *l.* ſecured to be paid to the ſaid *A. B.* and *E.* his wife, or one of them, within three months next after the death of the rev. *G. A.* the preſent incumbent of the ſaid rectory or pariſh-church of *W.* in caſe he ſhould happen to die in the life-time of the ſaid *E. B.* they the ſaid *A. B.* and *E.* his wife *Have* and each of them hath granted, bargained and ſold, and by theſe preſents *Do*, and each of them *Doth* grant, bargain and ſell unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, *All* that the right of preſentation,

preſentation, donation, collation and free diſpoſition of, in and to the rectory and pariſh-church of *W.* in the ſaid county of *E.* when and ſo often as the ſame ſhall become void by the death, reſignation or deprivation of the rev. *G. A.* the preſent or any other incumbent thereof or otherwiſe howſoever, in the life-time of the ſaid *E. B.* together with all the tithes, profits, privileges, rights, members and appurtenances whatſoever to the ſame rectory and pariſh-church belonging, or in any wiſe appertaining, or accepted, reputed, adjudged or taken to be as part, parcel or member thereof, and all the right, title, intereſt, property, claim and demand whatſoever, of them the ſaid *A. B.* and *E.* his wife, or either of them, at law or in equity, of, in, or to the right of preſentation and preferment, or any part thereof, *To have and to hold* the ſaid right of preſentation thereof, in and to the ſaid rectory or pariſh-church of *W.* herein before granted, bargained and ſold, or mentioned or intended ſo to be, with the appurtenances, privileges, members and appurtenances thereof, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, during the life of the ſaid *E.* to and for his and their own uſe and benefit. *And* for the better and more effectual granting, conveying and aſſuring the ſaid right of preſentation and premiſſes herein before granted unto the ſaid *C. D* his executors, adminiſtrators and aſſigns, he the ſaid *A B.* for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *E.* his wife, doth covenant and grant to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that they the ſaid *A. B.* and *E.* his wife, or one of them, ſhall and will, as of *Michaelmas* term now next enſuing, or ſome other ſubſequent term, at the coſts and charges of the ſaid *C. D* acknowledge one fine levy before his majeſty's juſtices of the court of common pleas at *Weſtminſter*, one fine *ſur conceſſerunt*, according to the uſual courſe of fines in ſuch caſes uſed, unto the ſaid *C. D.* of the advowſon of the church of *W.* by ſuch apt and convenient names and deſcriptions to aſſurance the ſame, as ſhall be thought proper and requiſite in that behalf, *To have and to hold* the ſame unto the ſaid *C D.* his executors, adminiſtrators and aſſigns, during the life of the ſaid *E. B.* to the uſes, ends, intents and purpoſes herein before limited and declared of and concerning the right of preſentation to the ſaid pariſh-church of *W.* aforeſaid, and to no other uſe, intent or purpoſe whatſoever: *And* the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *E.* his wife, doth hereby covenant and grant to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that they the ſaid *A B.* and *E.* his wife, now have in themſelves, or one of them hath in himſelf or herſelf, good right, *&c.* to grant; *And alſo* that he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, or ſome of them, ſhall and may from time to time, and at all times hereafter, when and as often as the ſaid rectory and pariſh-church of *W.* aforeſaid ſhall become void during the life of the ſaid *E. D.* preſent any perſon duly qualified according to law, to be rector of the ſaid pariſh-church of *W.* aforeſaid, in order to be inſtituted and inducted in the ſaid church; which perſon or perſons ſo to be preſented by the ſaid *C. D.* his executors, adminiſtrators or aſſigns, and inſtituted and inducted as aforeſaid, ſhall and may peaceably and quietly, *(The covenant for quiet enjoyment, free from incumbrances.)* *And* moreover that they the ſaid *A. B.* and *E.* his wife and their heirs, and all and every other perſon or perſons whoſoever, having or lawfully claiming, or which ſhall or may have or lawfully claim, any eſtate, right,

right, title, truſt or intereſt of, in or to the ſaid advowſon, rectory or pariſh church aforeſaid, ſhall and will from time to time, and at all times during the life of the ſaid *B.* make, do, acknowledge, &c. (*The covenant for further aſſurance*). *In Witneſs*, &c.

Another Grant of an Advowſon of a Rectory and Pariſh Church.

THIS *Indenture Tripartite*, made, &c. between the right honourable *P.* earl of *B.* of the firſt part, the right honourable *W.* lord *L.* of the ſecond part, and Sir *T. A.* of, &c. baronet, *J. H.* of, &c. of the third part, *Witneſſeth*, that for and in conſideration of the ſum of 5*l.* of, &c. to them the ſaid earl of *B.* and *W.* lord *L.* in hand paid by the ſaid Sir *T. A. J. H.* and *F. B.* at, &c. the receipt, &c. He the ſaid earl and the ſaid *W.* lord *L.* by the direction and appointment of the ſaid earl, teſtified by his being made a party to and his ſigning and ſealing of theſe preſents, *Have* and each of them *Hath* given and granted, and by theſe preſents *Do* and each of them *Doth* give, &c. unto them the ſaid Sir *T. A. J. H.* and *F. B.* their executors, adminiſtrators and aſſigns, *All* that the next and immediate advowſon, donation, collation, preſentation and free diſpoſition of them the ſaid earl and *W.* lord *L.* and either of them, of and to the rectory and pariſh church of *T. alias T.* in, &c. with its appurtenances, when the ſaid rectory and pariſh church of *T alias T.* ſhall become void in the life-time of the ſaid *P.* earl of *B.* by the death, reſignation, deprivation, promotion, or ceſſion of *P. St. J.* clerk, (the preſent incumbent thereof or otherwiſe); ſo that it ſhall and may be lawful to and for them the ſaid Sir *T. A. J. H.* and *F. B.* their executors, adminiſtrators or aſſigns, any fit perſon or perſons, as the ſaid earl of *B.* by writing under his hand ſhall nominate, direct or appoint, to the ſaid rectory, to the dioceſan thereof, or any other competent judge in that behalf, to preſent, when the ſame preſent church ſhall become void, by any ways or means whatſoever, ſo as ſuch avoidance happen in the life-time of the ſaid earl, and not otherwiſe. *In Witneſs*, &c. (interchangeably.)

R. W.

Of a Preſentation in Truſt.

TO *all People* to whom theſe preſents ſhall come, the right honourable *R.* earl of *M.* ſendeth greeting. *Know ye*, and witneſs theſe preſents, that the ſaid *R.* earl of *M.* for the great kindneſs and eſteem he has for *T. B.* doctor in divinity, and for divers other good cauſes and conſiderations him thereunto moving, he the ſaid earl *Hath* (at the requeſt and nomination of the ſaid doctor *T. B.*) given and granted, and by theſe preſents *Doth* give and grant unto the honourable *C. M.* (one of the commiſſioners of his majeſty's treaſury) and *J. M.* his brother, eſq; their executors, adminiſtrators and aſſigns, the

next

...ure avoidance of, or preſentation to the pariſh church of St. *A.* when ...e ſame ſhall next become void by the death or reſignation of Dr. *T. M.* ...preſent incumbent there, or otherwiſe: *To have and to hold* the ſaid ...ure avoidance or preſentation unto the ſaid *C. M.* and *J.* his brother, ...r executors, adminiſtrators and aſſigns, *In Truſt* nevertheleſs for the ...*T. B.* or ſuch other perſon, as the ſaid *T. B* his executors, admi...ors or aſſigns, ſhall, in that behalf, nominate to be rector of the ...pariſh church of St. *A.* when it ſhall next become void. *In Witneſs*, ...of the ſaid *R.* earl of *M.* hath ſet his hand and ſeal the 17th day ...of *November*, &c.

...ant of the next Preſentation of a Rectory, made by Truſtees and Ceſtuy que Truſt.

To all to whom, &c. *S. S. H.* wife of *T. S. H.* of, &c. eſq; ...and ſiſter and heir of the moſt noble *E.* late dutcheſs of, &c. de... *M. H.* of, &c. eſq; and *H. F.* of, &c. gent. (which ſaid *M. H.* ...*F.* are the two acting executors and deviſees in truſt named in ...will and teſtament of the dutcheſs) ſend greeting. *Know ye*, ...for divers good cauſes and conſiderations hereunto ſpecially moving ...the ſaid *M. H.* and *H. F.* by the ſpecial direction of the ſaid ...*H.* teſtified by her being party to, and ſigning and ſealing theſe ..., *Have*, and each of them *Hath* (purſuant to the powers and ...rities to them given in and by the ſaid will of the ſaid *E.* dutcheſs ...&c.) given and granted, and the ſaid *S. S. H.* hath ratified, appoint... confirmed, and by theſe preſents they the ſaid *M. H.* and *H. F.* ...and each of them *Doth* fully, clearly and abſolutely give and grant, ...the ſaid *S. S. H.* doth ratify appoint and confirm unto *W. B* of, &c. ...the next advowſon, donation, collation, preſentation and right of ...age, of, in and to the rectory or pariſh church of, &c. in the coun... *E.* with juſt right, free liberty and full power and authority to him ...the ſaid *W. B.* whenſoever the ſaid rectory or church of *M. C.* ſhall hap...to be void by the death, reſignation, ceſſion of preſentation of the ...ſaid *J. E.* the preſent incumbent, or otherwiſe, to preſent ſuch fit ...able perſon to the proper ordinary of the dioceſe for the time being, ...ve the ſaid rectory or church, as rector thereof, as the ſaid *W. B.* ...think fit, without any the let, ſuit or diſturbance of the ſaid *S. S. H.* ...*M.* and *H. F.* or claiming or to claim, by, from or under them, any ...other of them. *In Witneſs* whereof the ſaid *S. S. M. H.* and *H. F.* ...hereunto ſet their hands and ſeals this firſt day of, &c.

A Grant

A Grant of Tythes.

THIS *Indenture &c. Between A.* of the one part, and *B.* of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 10*s.* of, *&c.* to the ſaid *A.* in hand, *&c.* by *B.* at, *&c.* the receipt, *&c.* and in purſuance and performance of certain articles of agreement, bearing date the, *&c.* made, *&c.* between the ſaid *A.* of one part, and the ſaid *B.* of the other part, and for divers, *&c.* *She* the ſaid *A. Hath* granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe preſents *Doth*, &c. unto the ſaid *B.* his heirs and aſſigns, (*a*) *All* thoſe tithes of corn, grain and hay, ariſing, renewing, happening or coming within the town, hamlet, pariſh, fields, precincts and territories of *C.* in the county of *T.* with the appurtenances, and all glebe lands, and tythes whatſoever, of or belonging to the ſaid *A.* being, ariſing, renewing, happening or coming within the ſaid town, hamlet, *&c.* of *C.* aforeſaid, *cum pertinentiis*, and the reverſion, *&c.* *To have*, *&c.* to *B.* his heirs and aſſigns, *To* the only uſe and behoof of the ſaid *B.* his heirs and aſſigns for ever. (*Uſual covenants*, &c. viz. *Seiſed: good right to convey; quiet enjoyment free from incumbrances, and further aſſurance.*) *In Witneſs*, &c.

A Grant of a Pew in a Church.

THIS *Indenture*, made, *&c.* *Between J. G. S* of, *&c.* of the one part, and *W. P. W.* of *Grey's Inn*, &c. eſq; of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 10 guineas of, *&c.* to the ſaid *J. G. S.* in hand paid by the ſaid *W. P. W.* at or before the ſealing and delivery of theſe preſents, the receipt whereof, *&c.* *He* the ſaid *J. G. S. Hath* granted, bargained and ſold, and by, *&c.* unto the ſaid *W. P. W.* his heirs and aſſigns, *All* that pew or ſeat formerly of *J. G.* late of, *&c.* deceaſed, late grandfather of the ſaid *J. G. S.* and now of the ſaid *J. G. S.* ſituate and being in the body of the pariſh church of *B.* in the county of *H.* abutting, *&c.* with the appurtenances, and alſo all the eſtate, right, title, intereſt and property whatſoever, either at law or in equity, of him the ſaid *J. G. S.* of, in, and unto the ſame premiſſes; *To have and to hold* the ſaid hereby granted pew or ſeat, unto the ſaid *W. P. W.* his heirs and aſſigns, to the uſe and behoof of the ſaid *W. P. W.* his heirs and aſſigns for ever, to be uſed and enjoyed with the manſion-houſe of the ſaid *W. P. W.* ſituate

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(*a*) *Note*; There is no occaſion for a leaſe for a year, tithes being a thing in grant and not in livery.

Q. If not the beſt way, by deed inrolled in court?

Anſw. yes.

in

...*H.* aforeſaid, within the ſaid pariſh of *B.* for ever, or otherwiſe at the pleaſure of the ſaid *W. P. W.* his heir or aſſigns; *And* the ſaid *J. G. S.* for himſelf his heirs and adminiſtrators, doth covenant with the ſaid *W. P. W.* his heirs and aſſigns, in manner following, *viz.* That it ſhall and may be lawful to and for the ſaid *W. P. W.* his heirs aſſigns, tenants or undertenants of the manſion houſe aforeſaid, from time, and at all times hereafter, peaceably and quietly to have, occupy and enjoy the ſaid hereby granted pew or ſeat, and every part without any the lawful let, ſuit, trouble, moleſtation or interof or by the ſaid *J. G. S.* or his heirs, or any other perſon or whomſoever, lawfully claiming or to claim, by, from or under them or any of them, or by, from or under the ſaid *J. G.* deceaſand clear, and freely and clearly acquitted and diſcharged of any former grants, bargains, ſales, intails, ſettlements, wills other titles, charges and incumbrances whatſoever made or done ſaid *J. G. S.* and *J. G.* deceaſed, or either of them, or any perſon or perſons whomſoever, lawfully claiming or to claim by, under them, or either of them; *And further*, that he the ſaid *S.* and his heirs, and all other perſon and perſons having or lawclaiming or to claim any eſtate, right, title or intereſt, in or to the hereby granted pew or ſeat, by, from or under the ſaid *J. G. S.* or *J. G.* or either of them, ſhall and will at any time hereafter, the reaſonable requeſt and charge of the ſaid *W. P. W.* his heirs aſſigns, make, do, levy, execute and acknowledge, or cauſe and procure to be, all and every ſuch further and lawful act, deed, matter or thing in the law whatſoever, for the better conveying, aſſuring and confirming the ſaid pew or ſeat unto and to the uſe of the ſaid *W. P. W.* his heirs and aſſigns for ever, be the ſame by deed or deeds, fine or otherwiſe, ſo as for the doing thereof, no perſon or perſons be obliged or compelled to travel from his, her or their then place or places of abode, ſo as no ſuch further aſſurance or aſſurances contain no further or other warranty or covenant than againſt the perſons that ſhall make the ſame, and their heirs, and all perſons lawfully claiming or to claim, by, from or under them. *In Witneſs*, &c.

Grant of a Moiety of the Fees and Profits of the Transfer-Office, and ...*l.* per ann. *out of the other Moiety (deducting incident Charges) ſo long as the Grantee ſhall in Perſon faithfully and diligently execute the ſame Office.*

THIS *Indenture* made, &c. *Between T. N.* of *W.* eſq; of the one part, and *D. T.* of, &c. eſq; of the other part. *Whereas*, (recite the act and patent relating thereto): *And Whereas* the ſaid *T. N.* hath by a certain deed of even date with theſe preſents, conſtituted and appointed the ſaid *D. T.* his lawful deputy, to hold and enjoy the ſaid office, together with the ſalary or allowance of 150*l. per ann.* in manner as therein mentioned; *Now this Indenture Witneſſeth*, that the ſaid *T. N.* (for the better encouragement of him the ſaid *T. D.* faithfully

fully to execute the ſaid office, and for divers other good cauſes and valuable conſiderations him thereunto ſpecially moving) *Hath* given and granted, and by theſe preſents *Doth* give and grant unto the ſaid *D. T. One* moiety of half-part of all and every the fees, perquiſites and clear profits which ſhall ariſe, accrue or become due for or by reaſon of the ſaid tranſer-office, (*All* charges in houſe-rent, repairs and taxes, (over and above the ſaid 100 *l. per ann.* allowed for the ſame by the ſaid act) and all other charges and expences whatſoever, of or by reaſon of the ſaid transfer-office, being firſt thereout taken and deducted); *To hold* and enjoy the ſaid moiety or half-part of the ſaid fees, perquiſites and clear profits of the ſaid office, after ſuch deduction as aforeſaid, unto the ſaid *D. T.* from the feaſt-day of St. *Michael the Archangel* next enſuing the date hereof, for ſo long time as he the ſaid *D. T.* ſhall in his own perſon diligently and faithfully execute the ſaid office: *And this Indenture further Witneſſeth*, that the ſaid *T. N.* out of his further reſpect and good intentions to the ſaid *D. T.* and alſo for the conſiderations aforeſaid, *Hath* given and granted, and by theſe preſents *Doth* give and grant unto the ſaid *D. T.* the ſum of 100 *l. per annum*, to be iſſuing and payable out of the other moiety of the clear profits, fees and perquiſites of the ſaid transfer-office, (if there ſhall be ſuch clear profits) (all incident and collateral charges concerning the management of the ſaid office, over and beſides what is allowed by the ſaid letters patent for houſe-keeper, clerks and taxes, being firſt deducted); *To hold*, enjoy, receive and take the ſaid 100 *l. per annum*, from the feaſt day of St. *Michael the Archangel* next enſuing the date hereof, for ſo long time as he the ſaid *D. T.* ſhall in his own proper perſon exerciſe and manage the ſaid office of deputy to the ſatisfaction of the ſaid *T. N. Provided always*, and it is declared and agreed, that by the fees, perquiſites and profits of the ſaid transfer-office, the ſalary or allowance of 1800 *l. per annum*, nor any part thereof, is not intended to be comprehended or included, but that the ſame ſhall remain entire to, and in the diſpoſition of the ſaid *T. N.* (except that 150 *l. per annum* thereof, which is by the ſaid deed of even date herewith granted by the ſaid *T. F.* to the ſaid *D. T.* as aforeſaid): *Provided alſo*, that if the ſaid *D. T.* ſhall not once in every month, (if requeſted ſo to do) and at every other time and times, within ten days after he ſhall be requeſted ſo to do by the ſaid *T. N.* ſtate and make up a true and juſt account of all and every the fees, perquiſites and profits, and of all and all manner of direct or collateral benefits and advantages whatſoever, which he ſhall make or receive, for or by reaſon of the ſaid office, and ſhall make oath, if ſo required by the ſaid *T. N.* before ſome maſter of the court of chancery, of the juſtneſs and truth of ſuch accounts, and do and ſhall not well and truly pay and ſatisfy to the ſaid *T. N.* one moiety of ſuch fees, profits, benefits and advantages, (the ſum of 100 *l. per annum pro rata* for the time he ſhall ſo account, being by the ſaid *D. T.* retained and deducted) then this preſent indenture, and every grant, matter and thing herein contained, ſhall ceaſe and be void; *And* the ſaid *D. T.* for himſelf, and his heirs, doth covenant and grant to and with the ſaid *T. N.* to account with and pay to the ſaid *T. N.* or his aſſigns, in manner and form as aforeſaid. *In Witneſs*, &c.

...t of an Executorſhip, and of all ſuch Goods, &c. as the Executor ... or ought to have thereby, with a Letter of Attorney, and divers Covenants.

THIS *Indenture*, made, &c. *Between M. C. &c.* executrix of the laſt will and teſtament of *E. C.* late of, *&c.* aforeſaid, widow, ... of the one part, and *J. S.* of, *&c.* aforeſaid, of the other ...rt, that the ſaid *M. C.* for and in conſideration of, *&c.* ... granted, bargained and ſold, and by theſe preſents *Doth* give, ... the ſaid *J. S.* his executors, adminiſtrators and aſſigns, all ...ular the goods, leaſes, chattels, both real and perſonal, that ...nging unto the ſaid *E.* at the time of her deceaſe, which ſhe ... hath, or of right ought to have as executrix of the laſt will of ...otherwiſe, and of all manner of debts, duties, advantages, com... and demands, which the ſaid *M.* her executors, adminiſtrators ..., hath, might or ought to have, take, challenge or demand as ...ix of the laſt will of the ſaid *E.* or otherwiſe, by virtue of the ...t will and teſtament. *And further*, the ſaid *M.* doth, for the ...ſion aforeſaid, make, conſtitute, and, in the place and room ... executors and adminiſtrators, appoint the ſaid *J. S.* during his ...d his executors, adminiſtrators and aſſigns, after his deceaſe, to ... true and lawful attorney and attornies of her the ſaid *M.* and of ...ecutors and adminiſtrators of her the ſaid *M.* giving and granting ...the ſaid *J. S.* during his life, and unto his executors, adminiſtra... and aſſigns, after his deceaſe, full power and lawful liberty, licence ...thority in the name of her the ſaid *M.* her executors and adminiſ..., to take, have, aſk, receive and levy all and ſingular ſuch debts, ... and demands which were due and owing unto the ſaid *E.* as exe... of the ſaid laſt will or otherwiſe, which ſhe the ſaid *M.* by force ...e ſaid will, may aſk, have, take, demand, receive, recover or ... *And further*, that he the ſaid *J. S.* his executors, adminiſtrators, ...ns, or any of them, ſhall or may from time to time, and at all ...hereafter, in the name of her the ſaid *M.* her executors or admi...ors, commence any action or actions, ſuit or ſuits, plaint or plaints ...d any perſon or perſons in any court or courts whatſoever, or any ..., to arreſt for any debt, duty, matter, cauſe or thing whatſoever, ... owing or accrued unto or demandable by the ſaid *E.* at the time of ...deceaſe, and any other attorney or attornies in the name of the ſaid ... to make, conſtitute, revoke, alter, remove and change; and the ... actions, ſuits, plaints and arreſts, or any of them, ſhall or may ...the name of the ſaid *M.* her executors, adminiſtrators or aſſigns, at ...coſts and charges in the law of the ſaid *J. S.* his executors, admi...rators and aſſigns, proſecute and follow, until judgment and execu... ſhall be thereupon had and made, and all and ſingular ſuch ſum and ... of money, goods, chattels, debts and other things, as ſhall be ſo in ...the name of the ſaid *M.* received, recovered, had or levied by the ſaid ... his executors, adminiſtrators or aſſigns, ſhall and may have, hold,

keep

keep and retain in the hands of him the ſaid *J. S.* his executors, adminiſtrators or aſſigns, to his and their proper uſe and behoof, without any account or other thing therefore unto the ſaid executors or adminiſtrators of the ſaid *E.* yielding, rendering or paying; hereby giving and granting unto her ſaid attorney, his executors, adminiſtrators and aſſigns, full power and authority to do and execute all and every act and acts, thing and things, touching and concerning the ſaid premiſſes, in as large and ample manner, in all reſpects, as ſhe the ſaid *M.* can or might make, do or execute. *And further*, that the ſaid *M.* doth by theſe preſents, for her, her heirs, executors and adminiſtrators, covenant and grant to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, in manner and form following, that is to ſay, that ſhe the ſaid *M.* hath not, before the enſealing and delivery of theſe preſents, made any gift, grant, bargain, ſale or releaſe of any of the goods or chattels before by theſe preſents mentioned to be bargained and ſold, nor any releaſe, acquittance, or other diſcharge of any of the debts, duties or other things before by theſe preſents mentioned to be granted; but that the ſaid *J. S.* his executors, adminiſtrators and aſſigns, ſhall and may have and enjoy all and ſingular the goods and chattels before by theſe preſents given, granted or ſold, and receive, have, take, recover, levy and enjoy all and ſingular the debts, duties, liberties and authorities, and other things before by theſe preſents mentioned to be granted, bargained, ſold and aſſigned unto him, without any let or diſturbance, or any revocation or annihilation of the ſaid *M.* her executors, adminiſtrators or aſſigns, or of any other perſon or perſons, by the procurement or aſſent of the ſaid *M.* her executors, *&c.* *And further*, that the ſaid *M.* hath not heretofore diſcharged or releaſed any debt or duty or other thing, which ſhe, as executrix of the ſaid laſt will, or otherwiſe by virtue of the ſaid laſt will, may, can, might, ſhould or ought to have, take, demand or recover; nor that ſhe the ſaid *M.* her executors, adminiſtrators or aſſigns, nor any other by her or their conſent or procurement, ſhall or will at any time or times hereafter diſcharge or releaſe any ſuch debt or duty, or any action or actions, ſuit or plaint, that ſhall or may be taken or commenced for any ſuch debt or duty; but that ſhe the ſaid *M.* her executors or aſſigns, ſhall and will from time to time, and at all times hereafter, juſtify and allow, confirm and avow all and every ſuch action and actions, ſuit and ſuits, plaint and plaints, proſecutions, judgments and executions, as her ſaid attorney or attornies ſhall have, take, commence, proſecute, ſue or levy in her name touching the premiſſes, and permit and ſuffer her ſaid attorney or attornies to receive, take and have to his and their own uſe and uſes, all and every ſuch ſum and ſums of money, goods, chattels and other things, as ſhe, her executors or adminiſtrators, ought to have, receive and levy as executors of the ſaid will, or otherwiſe, by virtue of the ſaid will as aforeſaid. *And further*, that ſhe the ſaid *M.* her executors, adminiſtrators and aſſigns, ſhall and will, at all times hereafter, permit and ſuffer the ſaid *J. S.* his executors, adminiſtrators and aſſigns, from time to time, and at all times hereafter, to have the whole execution of the laſt will of the ſaid *E. C.* and all the doings, dealings and tranſactions touching the ſame, and the adminiſtration of all the chattels, goods, debts, evidences and leaſes which were belonging to the ſaid *E.* at the time of her deceaſe. *And* the ſaid *J. S.* for

himſelf, his heirs, &c. covenanteth and granteth to and with the ſaid executors, &c. by theſe preſents, that he the ſaid *J. S.* his exe-, &c. ſhall and will well and truly pay and ſatisfy all the debts of *E.* deceaſed, and all the legacies in the ſaid will contained, ac- to the true meaning of the ſaid will; and ſhall and will at all hereafter well and ſufficiently ſave and keep harmleſs the ſaid *M.* tors and adminiſtrators, touching or concerning the ſame. *In* whereof, &c.

more concerning Offices, ſee *Deputations*.

Indemnity.

A Deed to indemnify a Truſtee, on his ſelling an Eſtate.

TO *all* to whom, &c. *Whereas J. G.* of ———, whoſe name was uſed in truſt, together with one *C. D.* of ——, for the uſe behoof of *J. J.* of ——, and after for the uſe and behoof of me Right Honourable *J.* earl of *B. Hath* lately granted, bargained and unto *J. E.* and *J. C.* gent. their heirs and aſſigns, *All* that, &c. and by one deed indented and inrolled, bearing date, &c. may ar: *Now know ye*, that I the ſaid earl *Do* hereby acknowledge the grant, bargain and ſale, to have been ſo made by the ſaid *J. G.* request and by the appointment of me the ſaid earl; and I the earl do hereby promiſe and undertake, for me, my heirs, executors adminiſtrators, to ſave harmleſs and keep indemnified the ſaid *J.* his heirs, executors and adminiſtrators, and every of them, of and all actions, ſuits and troubles, and of and from all coſts, da- and expences, which he the ſaid *J. G.* ſhall or may be put unto, or expend, for or by reaſon of the ſaid manor, &c. deſcended on the ſaid *J. G.* or of any truſt concerning the ſame, or for or by reaſon ſaid grant, bargain and ſale, ſo made unto the ſaid *J. E.* and *J.* aforeſaid, or of any matter or thing to be at any time hereafter done or happening, in purſuance thereof. *In Witneſs*, &c.

Bonds of Indemnity, tit. *Bonds*.

A Receipt

A Receipt for the Conſideration Money mentioned in a Deed to be indor thereon.

	l.	s.
RECEIVED, on the day of the date of the within written indenture, of the within named *A. B.* the ſum of 500 *l.* being the conſideration money within mentioned to be by him paid to me. *C. D.*	500	0

Witneſs,
E F. &c.

A Receipt where there are two Originals, as in a Security to two Perſo &c. and two Receipts are given for the ſame Sum.

RECEIVED, on the day of the date of the within written indenture, of the within named *A. B.* the ſum of 1000 *l.* being the conſideration money within mentioned to be by him paid unto me, and for which the like receipt is given on another part of the within written indenture. I ſay received by me *C. D.*	1000 0

Witneſs,
E F. &c.

A Receipt for Conſideration Money, referring to another Receipt on anoth Deed for the ſame Sum.

RECEIVED, on the day of the date of the within written indenture of the within named *B.* the full ſum of 2000 *l.* being the conſideration money within mentioned to be by him to me paid, and being the ſame ſum of 2000 *l.* for which I have given *and ſigned* another receipt indorſed upon an indenture intended to be inrolled in Chancery, and bearing even date with the within written indenture, and made between the ſame parties as are to the ſame within written indenture. I ſay received the ſaid ſum of 2000 *l.* by me	2000 0

Receip

Receipt on a Deed for the Sale of Goods, &c.

	l.	s.	d.
RECEIVED, on the day and year firſt written, by me the within named *J. M.* of and of the within named *R. R.* the full ſum of 185*l.* 9*s.* mentioned to be by him to me paid, for the coaches, chariots, harneſs, timber and other things which have been by him bought of me, and which have been appraiſed by two indifferent perſons as is within mentioned. I ſay received by me	185	9	0

On Deeds there is not only indorſed a Receipt (where neceſſary) but a Teſtimonial of the due Execution of the Deed in the following Manner.

SEALED *and delivered*, (being firſt duly ſtamped) in the preſence of
E. F.
G. H.

Or ſometimes it may be thus.

SEALED *and delivered*, (being firſt duly ſtamped, and the names of *A.* and *B.* the truſtees therein named, being wrote on an erazure made in *one* part of the within written deed; or *that one or more interlineations were firſt made in the firſt, ſecond, &c. line of the firſt, &c. ſide, &c.*) by the within named *B. C.* and *D.* in the preſence of
E. F.
G. H.

Or thus,

Or thus, where a Man executes a Deed by Letter of Attorney.

MEMORANDUM, that the within named *M. W.* this —— day of ——, by virtue of a letter of attorney to him made by the within named *T.* lord *J.* for that purpoſe, (inrolled in the rolls of the high court of chancery) did ſign, ſeal and deliver the within written indenture as the act and deed of the ſaid *T.* lord *J.* in the preſence of

A. B.
C. D.

Indorſement on a Settlement of a Leaſehold Eſtate, to rectify a Miſtake of four Meſſuages, thereby aſſigned, whereof only three of them were intended to be aſſigned. Drawn by Mr. Webb *of* Gray's Inn, *being a Roman Catholick's Eſtate, done upon a 5s. Stamp.*

MEMORANDUM, that before the enſealing and delivery of the within written indenture, *it was* agreed by and between all the parties to the ſame indenture, that only three of the within mentioned meſſuages, and the ground whereon they ſtand, (*viz.*) the meſſuage now in poſſeſſion of *W. U.* the meſſuage in the poſſeſſion of the widow *C.* and the meſſuage in the poſſeſſion of *W. H.* were intended to be granted and aſſigned upon the truſts within mentioned; and that the meſſuage within mentioned to be in the poſſeſſion of *W.* though mentioned to be granted or aſſigned, was not, nor is intended to be granted by the within written indenture, but was intended to be, and is hereby declared to be excluded from paſſing thereby; any thing in the within written indenture contained to the contrary thereof in any wiſe notwithſtanding, (*a*)

Witneſs
E. W.
S. M.

H. S.
R. D.
E. W.

(*a*) Regiſtered in *Middleſex*, and inrolled in his majeſty's high court of chancery the 17th day of *May* in the year of our Lord, &c. being firſt duly ſtamped according to the tenor of the ſtatute made in the fifth year of the reign of their late majeſties king *William* and queen *Mary*.

The Entry or Inrolment of a Deed acknowledged at Bar.

England, ff. BE *it remembered*, that on the ——— day of —— in this ſame term, before the lord the king at *Weſtminſter*, comes *A. B.* in his proper perſon, and brings here into the court of our lord the king then here, his certain writing indented, which he acknowledges to be his deed; and prays that that writing may be enrolled *on record* in the ſaid court, before the ſaid lord the king of his deed, and it is granted him by the ſaid court, and the ſame is enrolled, in theſe words, *to wit*, *This Indenture*, &c. (*Here ſhould follow the whole deed* verbatim.)

Another of a Deed acknowledged before the Lord Chief Juſtice.

England, ff. BE *it remembered*, that on (*the firſt day of the term*) in this ſame term, before the lord the king at *Weſtminſter*, Sir *W. L.* the chief juſtice of our ſaid lord the king, before the king himſelf, here records that on the —— day of —— in the ——— year of the reign of our ſaid lord the king, before the ſaid chief juſtice himſelf at —— came *A. B.* in his proper perſon, and he brought before the ſame chief juſtice then there a certain writing indented, which he acknowledged to be his deed, and prayed, that that writing might be enrolled of record before our lord the king as his deed, which ſaid deed the aforeſaid chief juſtice, with his own proper hands, hath now delivered here into court in form aforeſaid to be enrolled, and it is enrolled in this form, as follows, *to wit*, *This Indenture*, made, &c. (*Verbatim to the end of the deed.*)

The Inrolment of an Indenture acknowledged before one of the puiſne *Juſtices.*

England, to wit. BE *it remembered*, that on *Wedneſday* next after ——— days of St *Michael* in this ſame term, before the lord the king at *Weſtminſter*, Sir *E. P.* knight, one of the

(b) See concerning inrolling bargains and ſales, in the *Firſt Part*.
(c) Wills may alſo be inrolled, and frequently are in chancery.

juſtices of the lord the king, aſſigned to hold pleas in the court of out ſaid Lord the king himſelf, here records, that on the ——— day of ——— in the —— year of the reign of our ſaid lord the king at ——— before the ſame juſtice, came *W. T.* eſq; the ſon and heir apparent of *F. T.* eſq; and that on the —— day of —— in the above-ſaid —— year of the reign of our ſaid lord the king at —— before the ſame juſtice, came *F. T.* in their own proper perſons, and they then brought before the ſame juſtice there their certain indenture, which they acknowledged to be their deed, and they prayed that that indenture might be enrolled of record before our ſaid lord the king as their deed, which ſaid indenture the ſaid juſtice, with his own proper hands, hath delivered here into court in form aforeſaid to be enrolled, and the ſame is enrolled in this form as follows, *to wit*, *This Indenture* made, *&c.*

Jointures. (a)

A Jointure with all Covenants uſual therein.

THIS *Indenture*, made, *&c. Between J. F.* of the one part, and *R. C.* and *M.* his daughter of the other part, *Witneſſeth*, that the ſaid *J. F.* doth, by theſe preſents, covenant and grant to and with the ſaid *R. C.* his executors and adminiſtrators by theſe preſents, that he the ſaid *J. F.* ſhall and will, before the feaſt of, *&c.* next enſuing the date hereof, marry and take to wife the ſaid *M. C.* daughter of the ſaid *R. C.* if the laws of the church will permit the ſame, and the ſaid *M. C.* ſhall hereunto conſent and agree: *And* the ſaid *R. C.* for himſelf, his executors and adminiſtrators, doth covenant and grant to and with the ſaid *J. F.* that the ſaid *M. C.* ſhall likewiſe, before the ſaid feaſt, *&c.* marry and take to huſband the ſaid *J. F.* if the laws of the church will permit the ſame, and the ſaid *J. F.* ſhall thereunto conſent and agree: *And* the ſaid *J. F.* doth for himſelf, his heirs, executors and adminiſtrators, by theſe preſents, in conſideration of the ſaid marriage ſo to be had and ſolemnized, and for the full and entire jointure of the ſaid *M. C.* in caſe ſhe ſhall happen to outlive the ſaid *J. F.* and in full recompence and ſatisfaction of all the dower, and title of dower, which ſhe the ſaid *M. C.* by or after the death of the ſaid *J. F.* ſhall or may have in any the, *&c* whereof the ſaid *J. F.* ſhall, during the coverture between him and the ſaid *M. C.* be ſeiſed of any eſtate of in-

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(a) See alſo *Marriage Articles* and *Settlements*.

heritance,

heritance, and for the advancement of the ſaid *M. C.* and of the heirs male of the body of the ſaid *J. F.* upon the body of the ſaid *M. C.* lawfully to be begotten; and for divers other good cauſes and conſiderations him the ſaid *J. F.* thereunto moving, *Doth*, for him and his heirs, covenant and grant to and with the ſaid *R. C.* his heirs, executors and adminiſtrators, in manner and form following, (that is to ſay) *That* he the ſaid *J. F.* and his heirs, and all and every perſon and perſons, and his and their heirs, which now ſtand and be ſeiſed of or in all that, *&c.* and of and in every part and parcel thereof, ſhall, from and after the ſaid intermarriage, ſtand and be ſeiſed of all and ſingular the ſaid, *&c.* with the appurtenances, to the only uſes and intents and purpoſes herein and by theſe preſents expreſſed, limited and declared, and to no other uſe, intent or purpoſe whatſoever, (that is to ſay,) to the only uſe and behoof of the ſaid *J. F.* and his heirs until the ſaid marriage; and from and after the ſaid marriage had, then to the uſe and behoof of the heirs male of the ſaid *J. F.* upon the body of the ſaid *M.* lawfully to be begotten; and for default of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid *J. F.* for ever: *And* the ſaid *R. C.* doth for himſelf, his executors and adminiſtrators, covenant, grant and agree to and with the ſaid *J. F.* his executors and adminiſtrators, by theſe preſents, that in caſe the ſaid marriage between the ſaid *J. F.* and the ſaid *M. C.* daughter of the ſaid *R. C.* ſhall take effect, and be ſolemnized at or before the ſaid feaſt of, *&c.* herein before mentioned, that the ſaid *R. C.* his executors or adminiſtrators, ſhall and will, within ſix months after the ſaid marriage ſhall be had and ſolemnized, pay or cauſe to be paid, unto the ſaid *J. F.* his executors or adminiſtrators, as the marriage portion of the ſaid *M.* the ſum of 2000 *l.* of lawful money of *Great Britain*, at or in the now dwelling-houſe of the ſaid *J. F.* ſituate, *&c.* *And* that he the ſaid *R. C.* ſhall and will well and ſufficiently maintain, provide for, find, keep and ſuſtain the ſaid *J. F.* and *M.* his wife, and all the iſſue of their bodies begotten, from time to time, and at all times, from and immediately after the ſolemnization of the ſaid intended marriage between the ſaid *J. F.* and *M.* ſo to be had, aforeſaid, during the natural life of the ſaid *R. C.* with ſufficient and convenient meat, drink, lodging and houſe-room, according and ſuitable to their quality and degree: *And further*, that the ſaid *R. C.* ſhall and will, either in the life time of the ſaid *R. C.* or by his laſt will and teſtament, leave, give deviſe and aſſure, or cauſe to be well and truly conveyed and paid unto the ſaid *J. F.* or to the ſaid *M.* in caſe ſhe ſhall ſurvive the ſaid *J. F.* or to the children or child to be begotten between them, in caſe the ſaid *J. F.* and *M.* ſhall both happen to die in the life-time of the ſaid *R. C.* to be equally divided between them the ſum of 1000 *l.* of lawful money of *Great Britain* (over and beſide the ſum of 2000 *l.* herein before mentioned to be paid to the ſaid *J. F.* as and for the marriage portion with the ſaid *M.*) to be paid within two years after the deceaſe of the ſaid *R. C.* in caſe the ſame ſhall not be paid or ſatisfied in his life time; *And* the ſaid *J. F.* doth for himſelf, his executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid *R. C.* his executors and adminiſtrators, by theſe preſents, that if the marriage between him the ſaid *J. F.* and the ſaid *M.* ſhall take effect, and be had, as aforeſaid; and if the ſaid *M.* ſhall happen to ſurvive and out live him the ſaid *J. F.* and ſhall at any time after the

deceaſe of the ſaid *J. F.* be lawfully evicted or put out of or from the ſaid, *&c.* limited to her, as aforeſaid, for her jointure, or any part or parcel thereof; that then the executors or adminiſtrators of the ſaid *J. F.* ſhall well and truly pay, or cauſe to be paid, unto the ſaid *M.* ſo much lawful money of *Great Britain*, for the ſaid premiſſes or part thereof, being ſo evicted from the ſaid *M.* as aforeſaid, as the ſame ſhall amount unto at the rate of ſeven years purchaſe, for and according to the yearly value of the ſame, within ſix months after ſuch eviction: *And* the ſaid *J. F.* further for himſelf, his executors and adminiſtrators, doth covenant and grant to and with the ſaid *R. C.* his executors and adminiſtrators, by theſe preſents, that in caſe the ſaid *M.* ſhall happen to depart this life within two years after the ſaid marriage had and ſolemnized, as aforeſaid, without having any iſſue of her body, lawfully begotten by the ſaid *J. F.* then living, that then and in ſuch caſe the ſaid *J. F.* his executors or adminiſtrators, ſhall and will, for and in reſpect of the ſaid ſum of 2000 *l.* of lawful money of *Great Britain* by him received, as aforeſaid, as the marriage portion of the ſaid *M.* repay, and ſatisfy, or cauſe to be paid and ſatisfied, unto the ſaid *R. C.* the ſum of 1000 *l.* of lawful money of *Great Britain* at one entire payment, within four months next after the deceaſe of the ſaid *M.* *And* the ſaid *J. F.* for himſelf, his, *&c.* doth covenant and grant to and with the ſaid *R. C.* his, *&c.* That if the ſaid *M.* after the ſaid marriage had and ſolemnized, do happen to die in the life-time of the ſaid *J. F.* that it ſhall and may be lawful to and for the ſaid *M.* at her free will and pleaſure to make, publiſh and declare one will and teſtament in writing, under her hand and ſeal, and thereby to diſpoſe, will, give, and bequeath to any of her children, ſervants or friends, for their preferment and advancement, any ſum or ſums of money whatſoever, not exceeding in the whole the ſum of 400 *l.* of the goods and chattels of him the ſaid *J. F.* without any let, diſturbance or contradiction of the ſaid *J. F.* without any let, diſturbance or contradiction of the ſaid *J. F.* and in as large and ample manner as if the ſaid *M.* were then a feme ſole and unmarried: *And laſtly*, the ſaid *J. F.* for himſelf, his heirs, executors, adminiſtrators, and every of them, doth by theſe preſents covenant, promiſe and grant to and with the ſaid *R. C.* his heirs and aſſigns, and every of them, that the ſaid, *&c.* and all and ſingular other the premiſſes, with the appurtenances herein before mentioned, now are and be, and ſo at all times hereafter, and from time to time, ſhall be, remain and continue unto the uſes, intents and purpoſes before, in and by theſe preſents limited, expreſſed and declared, free and clear, and freely and clearly acquitted, and exonerated, and diſcharged, or otherwiſe upon every reaſonable requeſt in that behalf to be made, well and ſufficiently ſaved, defended and kept harmleſs, of and from all manner of former and other bargains, ſales, gifts, grants, leaſes, jointures, dowers, uſes, wills, intails, fines, feoffments, recoveries, ſtatute-merchant and of the ſtaple, recognizances, judgments, executions, and of and from all other charges, titles, troubles, and incumbrances whatſoever, had, made, committed or done, or to be had, made, committed or done by the ſaid *J. F.* or by any other perſon or perſons whatſoever, by his means or procurement (all ſuch leaſes, particular eſtates and intereſts, as he the ſaid *J. F.* hath heretofore made to any perſon or perſons whatſoever, of or upon the

ſaid,

ſaid, &c. and other the premiſſes, or of or upon any part or parcel there-
of, upon which leaſes and eſtates there is reſerved the old and accuſtomed
yearly rent or rents, or more; which ſhall continue yearly due and
payable during the ſeveral terms, eſtates and intereſts, as aforeſaid,
(not excepted and foreprized). *In Witneſs*, &c.

A Woman's Jointure in Land, where, if any of the Land be evicted from the Woman, a Uſe is raiſed to her in other Land, during her Life.

THIS *Indenture*, &c. *Between W. B.* of *L.* merchant-taylor, of the one part, and *R. S. &c.* and *G. P.* of, *&c.* of the other part, witneſſeth, that whereas, by the grace of God, a marriage is intended to be ſhortly had and ſolemnized, between the ſaid *W. S.* and *S. S.* daughter of the ſaid *R. The* ſaid *W. B.* for and in conſideration of the ſaid marriage, and for the tender love and affection that he the ſaid *W.* hath towards the ſaid *S.* and for a competent jointure and maintenance of the ſaid *S.* during her natural life, after the deceaſe of the ſaid *W.* and full ſatisfaction and recompence of the dower of the ſaid *S. Doth*, for him, his heirs, executors and adminiſtrators, covenant and grant by theſe preſents, to and with the ſaid *R.* and *G.* and each of them, their executors, *&c. That* he the ſaid *W.* before the, *&c.* next coming, after the date hereof, ſhall and will lawfully aſſure and convey, or cauſe, *&c.* to be lawfully, *&c.* unto the ſaid *R.* and *G.* their heirs and aſſigns, one meſſuage, with the appurtenances, together with two houſes there-adjoining, in or near unto *R.* in the county of *M.* and alſo fifty-ſix acres of land, meadow and paſture in *K.* and *C.* in the ſaid county of *K.* by the name of three meſſuages, one dove-houſe, three gardens, forty acres of land, forty acres of meadow, and ten acres of paſture, with the appurtenances in *K.* and *C.* aforeſaid; which ſaid aſſurance and conveyance, ſo to be made as is aforeſaid, ſhall be and remain, and the ſaid *R.* and *G.* and their heirs, ſhall ſtand and be ſeiſed of the ſaid pre-miſſes, with the appurtenances, to the uſes, purpoſes, limitations and intents hereafter in theſe preſents limited and declared, and to no other uſe, intent or purpoſe, that is to ſay, *to the uſe* of the ſaid *W.* and his aſſigns, until the ſaid intended marriage ſhall duly be had and ſolemnized; and from and after the ſolemnization of the ſaid intended marriage, then to the *uſe* and behoof of the ſaid *W.* and *S.* for the term of their two lives, and the life of the longeſt liver of them, and after the deceaſe of the ſaid *W.* and *S.* and the longeſt liver of them, *to the uſe* of the heirs of the body of the ſaid *W. B.* and the ſaid *S.* lawfully begotten and to be begotten; and for default of ſuch iſſue, *to the uſe* of *T. B* brother of the ſaid *W.* and of the heirs male of the body of the ſaid *T.* lawfully begotten, and to be begotten; and for default of ſuch iſſue, *to the uſe* of ſuch and ſo many of the ſiſters of the ſaid *W.* that is to ſay, *S.* now wife of *R U. B. E. B.* and *M. B.* ſiſters of the ſaid *W.* and of their heirs for ever, as at the time of ſuch deceaſing without iſſue, as is aforeſaid, ſhall be living: *And further*, the ſaid *W.* for him, *&c* doth covenant, &c. with the ſaid *R.* and *G. &c.* that the premiſſes aforeſaid, and every

part

part and parcel thereof, with the appurtenances, are now of the clear yearly value of 30 *l.* of, &c. above all charges and deductions, notwithſtanding any act or acts, thing or things, had, made, done, or willingly ſuffered by the ſaid *W. B.* or any perſon or perſons by his aſſent, means or procurement; *And* that all and ſingular the premiſſes, with the appurtenances, ſhall at the making of the ſaid aſſurance and conveyance before mentioned be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all and all manner of former bargains, &c. had, made, done, or willingly ſuffered, or to be had, made or done, or willingly ſuffered by the ſaid *W. B.* or his heirs, or by *T. B.* father of the ſaid *W.* or by any other perſon or perſons whatſoever, having or claiming to have, or which at any time hereafter ſhall have or pretend to have any intereſt, eſtate, right, title or demand in or to the premiſſes, with the appurtenances, or any part or parcel thereof, by, from or under the ſaid *W.* and *T.* and their heirs, or any of them; *And* that he the ſaid *W.* and his heirs, ſhall at all times hereafter, and from time to time, upon reaſonable requeſt or demand to be made unto the ſaid *W. B.* or his heirs by the ſaid *R.* and *G.* or either of them, at the coſts and charges in the law of the ſaid *R.* and *G.* or either of them, make, do, acknowledge and ſuffer, or cauſe, &c. all and every ſuch further act and acts, &c. as ſhall be reaſonably deviſed, adviſed or required by the ſaid *R.* and *G.* or either of them, for the better aſſurance, conveyance, and ſure-making of all and ſingular the premiſſes, with their appurtenances, according to the ſeveral uſes, limitations, purpoſes and intents before in theſe preſents limited and declared; be it by fine, feoffment, recovery, releaſe, deed inrolled or otherwiſe, with warranty only againſt the ſaid *W.* and his heirs, and *T. B.* father of the ſaid *W.* and his heirs: *And further*, that if at any time after the deceaſe of the ſaid *W.* the ſaid *S.* ſhall be lawfully evicted or put out of or from the ſaid meſſuage and other the premiſſes, or any part or parcel thereof, that then and from thenceforth the ſaid *W. B.* his heirs and aſſigns, ſhall ſtand and be ſeiſed of and in ſuch and ſo much of one meſſuage, now called the *C.* and of all and all manner of cellars, &c. to the ſaid meſſuage laſt mentioned belonging, ſituate in the pariſh of St. *M.* of *L.* as ſhall amount to the clear yearly value of ſuch and ſo much of the ſaid meſſuages and other the premiſſes firſt mentioned, as ſhall be evicted or taken away, to the uſe of the ſaid *S.* for the term of her natural life, and after her deceaſe to the uſe of the right heirs of the ſaid *W.* for ever: *And laſtly*, that at the time of ſuch eviction, or taking away of the ſaid meſſuages, and other the premiſſes firſt named or any part thereof, the ſaid meſſuages, and other the premiſſes laſt mentioned, ſhall remain and be clearly diſcharged, or during the natural life of the ſaid *S.* ſhall be ſufficiently kept and ſaved harmleſs of and from all and all manner of eſtates, intereſts, charges and incumbrances whatſoever, had, made, done, or willingly ſuffered, or to be had, &c. by the ſaid *W. B.* or any perſon or perſons having or claiming, or which hereafter ſhall or may have or claim, any thing in the premiſſes, by, from, or under the ſaid *W.* *In Witneſs*, &c

A Deed

A Deed of Covenants for making a Jointure, after Marriage had.

THIS *Indenture*, made, &c. *Between B. A.* of the one part, and *L. H.* and *G. H.* of the other part, *Witneſſeth*, that the ſaid *B. A.* for and in conſideration of the love and affection that he the ſaid *B.* beareth to *D. A.* his now wife, and for and in conſideration of the due performance and accompliſhment of all ſuch promiſes, contracts and agreements had and made by the ſaid *B. A.* upon the marriage between him the ſaid *B. A.* and the ſaid *D. A.* and for the aſſuring, conveying and making of a good and perfect jointure of the lands, tenements and hereditaments of the ſaid *B. A.* unto the ſaid *D. A.* for and during the term of her natural life, and to the intent the lands, tenements and hereditaments of the ſaid *B. A.* hereafter mentioned, may be ſufficiently conveyed and aſſured to and for the jointure of the ſaid *D.* the ſaid *B. A. Doth* covenant, promiſe, grant and agree to and with the ſaid *L. H.* and *G. H.* and their heirs, *That* he the ſaid *B. A.* ſhall and will within the ſpace of, *&c.* next enſuing the date of theſe preſents, by good and ſufficient conveyances and aſſurances in the law, ſufficiently convey and aſſure unto the ſaid *L. H.* and *G. H.* and their heirs, or to the ſurvivor of them and his heirs, or to the heir or heirs of the ſurvivor of them, and the heirs and aſſigns of ſuch heir or heirs for ever, all *that* his marſh ground or lands, with the appurtenances, called, *&c.* lying and being in, *&c.* or in any of them, within the county of *E.* and alſo all other his lands, tenements and hereditaments with the appurtenances, *&c.* aforeſaid, and that the ſaid conveyance and aſſurance ſo to be had and made within the ſaid ſpace of, *&c.* next enſuing the date of theſe preſents, ſhall remain and be, and the ſaid *L. H.* and *G. H.* and their heirs, and the ſurvivor of them and his heirs, immediately from and after ſuch conveyance and aſſurance ſo had and made, ſhall ſtand and be ſeiſed of and in all and ſingular the ſaid lands, tenements, hereditaments and other the premiſſes, with their appurtenances, to the uſes, intents and purpoſes hereafter in theſe preſents expreſſed and declared, that is to ſay, *to the uſe* and behoof of the ſaid *B. A.* and *D. A.* for and during the life of the ſaid *D.* and in full recompence and allowance of her dower, and immediately from and after the deceaſe of the ſaid *D. A.* to the uſe of him the ſaid *B. A.* his heirs and aſſigns for ever: *Provided always notwithſtanding*, and it is the true intent and meaning of the ſaid *B. A.* and of the parties to theſe preſents, that it ſhall and may be lawful to and for the ſaid *B. A.* at any time or times hereafter, at his will and pleaſure, to demiſe, grant and make any leaſe or leaſes for the term of twenty one years, or under, or for three lives, or fewer, to commence from the time of making ſuch leaſe or leaſes in poſſeſſion, and not in reverſion, of all and ſingular the aforeſaid lands, tenements and hereditaments, and other the premiſſes, with their appurtenances, or of any part or parcel of the ſame, which have moſt commonly been uſed to be demiſed or to farm letten by the ſpace of twenty years laſt paſt before the date hereof, ſo that the ſaid *D. A.* be made party to all and every ſuch leaſes

leaſes and demiſes, and that the old accuſtomed rent and rents, or more, be or ſhall be reſerved upon all and every the ſaid leaſes, grants and demiſes ſo to be made of the premiſſes, or of any part thereof, as is aforeſaid, to continue and be yearly payable during every of the ſaid leaſes and terms unto the ſaid *A. B.* and *D.* and the heirs and aſſigns of the ſaid *B.* and ſo always as the ſaid leaſes or demiſes, or any of them, be not in any wiſe diſpuniſhable of waſte: *And* that then and from thenceforth the ſaid *L. H.* and *G. H.* and their heirs, and the ſurvivor of them and his heirs, ſhall ſtand and be ſeiſed of all and in all and ſingular the ſaid lands, tenements and hereditaments, and other the premiſſes, with their appurtenances, and of and in any part or parcel thereof, ſo to be demiſed and leaſed, to the uſe and uſes of all and every ſuch perſon and perſons, to whom the premiſſes, or any part or parcel thereof, ſhall be demiſed and leaſed, their executors, *&c.* for and during ſuch term and terms therein, as ſhall be limited upon any ſuch leaſe or leaſes ſo to be made, as aforeſaid, ſo that he or they to whom any ſuch leaſe or leaſes ſhall be made, as aforeſaid, their executors, *&c.* do well and truly pay, or cauſe to be paid, ſuch of the ſame yearly rents and payments as ſhall be reſerved and appointed to be paid upon the making of every or any ſuch leaſe or leaſes as aforeſaid, to the ſaid *B. A.* and *D.* during the life of the ſaid *D.* and after her deceaſe, to all and every ſuch perſon and perſons, to whom from time to time, and for the time being, the immediate uſe, eſtate, reverſion, remainder or intereſt, of and in the ſame, or of and in any part or parcel thereof ſo to be demiſed or leaſed as aforeſaid, ſhall, by and according to the true intent and meaning of theſe preſents, next belong, revert, remain, come or be, after the expirations of ſuch ſeveral demiſes or leaſes, as aforeſaid, and ſhall and do well and truly obſerve, perform, fulfil and keep all and ſingular the covenants, grants, articles, conditions and agreements contained and ſpecified in the ſame leaſe, leaſes and demiſes, on the tenant's part to be obſerved, performed, fulfilled and kept, according to the true intent and meaning of every ſuch leaſe, grant or demiſe: *And* ſo alſo, and upon condition, that he or they, to whom any ſuch leaſe or leaſes ſhall be made, his or their executors, *&c.* do not at any time or times during his or their ſeveral eſtate or eſtates of and in the premiſſes, or of or in any part or parcel thereof, ſo to be demiſed or leaſed, commit or make, or willingly procure or aſſent, or ſuffer to be committed or done, any manner of waſte, ſpoil or deſtruction, in and upon the premiſſes, or in and upon any part or parcel thereof, which ſhall amount to 10*s.* without the ſpecial licence and aſſent of the ſaid *B. A.* and *D. A.* or of ſuch perſon or perſons to whom the immediate uſe, reverſion or remainder thereof, ſhall for the time being be and appertain; *And alſo*, ſo that he or they to whom any ſuch leaſe or leaſes ſhall be made of the premiſſes, or of any part or parcel of the ſame as aforeſaid, ſhall and do at all times, during his or their eſtate or eſtates of and in the ſame, well and truly content and pay to all and every ſuch perſon and perſons, to whom from time to time, and for the time being, the immediate uſe, eſtate, reverſion, remainder or intereſt of and in the ſame, ſhall by and according to the true meaning of theſe preſents next belong, revert, remain, come or be, after the expiration or determination of ſuch ſaid ſeveral demiſes, all manner of rents, ſervices, duties and cuſtoms, which either upon ſuch ſeveral demiſes or leaſes, ſo to be made as aforeſaid, ſhall be reſerved or

otherwiſe

otherwiſe doe, by reaſon of the lands ſo to be demiſed or leaſed, accord-
g to the true meaning, purport and intent of the ſaid ſeveral demiſes
ſes thereof to be made in manner and form aforeſaid: *And further*,
id *B. A.* for the conſiderations before in theſe preſents expreſſed,
r him and his heirs, *&c.* covenant, *&c.* That if he the ſaid *B.*
l not or do not, within the ſpace of, *&c.* next enſuing the date
e preſents, well and ſufficiently convey and aſſure all and ſingu-
premiſſes, with their appurtenances, unto the ſaid *L. H.* and *G.*
their heirs as aforeſaid, or ſhall or do leave any part or parcel of
emiſſes not ſufficiently conveyed and aſſured unto the perſons
id, in manner and form aforeſaid, that then, and immediately
and after the end of the ſaid one year next enſuing the date hereof
eſaid, the ſaid *B.* and his heirs, and all and every other perſon
erſons, that ſhall then ſtand and be ſeiſed of and in the premiſſes,
any part or parcel thereof, ſhall ſtand and be ſeiſed of and in all ſuch
much of the premiſſes, with the appurtenances, as ſhall be ſo left,
t ſufficiently conveyed as aforeſaid, to ſuch and the ſames uſes,
ith and under ſuch conditions, proviſoes, contingencies, limita-
and liberties, as before in theſe preſents are limited, declared and
ſed. *In Witneſs*, &c.

more in title Marriage-articles, Settlements, Covenants *to ſtand* &c.

Of Leaſes.

Of Leaſes.

(A) *A Leaſe what, and Leſſor and Leſſee who.*

A Leaſe (from *laiſſer*, *dimittere*, to part with) is a demiſe or letting of lands, rent, common, or any hereditament, to another for a leſſer time than he who lets it has in it, (for when a leſſee for life or years grants over all his eſtate or time to another, this is more properly called an aſſignment than a leaſe) and is moſt commonly and aptly made by the words *demiſe*, *grant* and *let*, although it may be made and done by *other words*.

He who lets is called the *leſſor*, and he to whom it is let the *leſſee*.

The word *leaſe* is alſo ſometimes (altho' improperly) applied tothe eſtate, the title, time or intereſt the leſſee has to the thing demiſed, and then it is rather referred to the thing taken or had, and the intereſt of the taker therein: but in this place it is applied rather to the manner or means of attaining or coming to the thing letten.

(B) *Kinds of Leaſes.*

A Leaſe in this ſenſe is ſometimes made and done by *record*, as a *fine*, *recovery*, &c. and ſometimes and moſt frequently by *writing* called a leaſe by indenture, although it may be made by deed poll.

And ſometimes it is by *parol*, without any *writing*, as by the common law it might be of land or ſuch like thing grantable without deed for life, and never ſo many years. But now by the *ſtat.* 29 *Car.* 2. *c.* 3. All eſtates, intereſts of *freehold*, or terms of *years*, or any *uncertain* intereſt in or out of lands, *&c.* not put in writing, and ſigned by the parties making them, or their agents, authorized by writing, ſhall have no greater effect than as leaſes at *will*; *except* leaſes not exceeding three years, whereof the rent reſerved ſhall be two thirds of the full value of the thing demiſed. And no ſuch eſtates or intereſts (not being copyhold or cuſtomary intereſts) ſhall be aſſigned, granted or ſurrendered, unleſs it be either by deed or note in writing, ſigned as before, or by act and operation of law.

A leaſe may be made either,

1. *For life* (*i. e.* for the life of the leſſee, or another, or both) or,

2. *For years* (*i. e.* for a certain number of years, as ten, a hundred, a thouſand or ten thouſand years) *months*, *weeks* or *days*, as the leſſor and leſſee agree; and then the eſtate is properly called a *term of years*; for the

the word *term* not only ſignifies the limits and limitation of time, but alſo the eſtate and intereſt that paſſes for that time: ſome of theſe leaſes alſo for years commence *in præſenti*, and ſome *in futuro*, at a day to come; and the leaſe that is to begin *in futuro* is called an *intereſſe termini*, or future intereſt. Or,

3. *At will*, when a leaſe is made of land to be held at the will and pleaſure of the leſſor, or at the will and pleaſure of the leſſor and leſſee both; and ſuch a leaſe may be made by word of mouth as well as the former.

And there is a common way of conveying by *mutual leaſes*, or by leaſe from each ſide, which is called a conveyance by *demiſe and re-demiſe*, and is proper upon the grant of a rent-charge.

(C) *Things neceſſarily required in every good Leaſe.*

Regularly theſe things muſt concur to the making of every good leaſe:

1. There muſt be a *leſſor*, (as in other grants) and he muſt be a perſon able, and not reſtrained to make a leaſe.

2. There muſt be a *leſſee*, and he muſt be capable of the thing demiſed, and not diſabled to receive it.

3. There muſt be a *thing demiſed*, and ſuch a thing as is demiſable.

4. If the thing demiſeable be not grantable without a deed, or the party demiſing not able to grant without a deed, the leaſe muſt be made by deed; and if ſo, then there muſt be a ſufficient deſcription and ſetting forth of the perſon of the leſſor, leſſee, and the thing leaſed, and all neceſſary circumſtances, as ſealing, delivery, *&c.* required in other grants muſt be obſerved.

5. If it be a leaſe for years, it muſt have a certain commencement, at leaſt when it comes to take effect in intereſt or poſſeſſion, and a certain determination either by an expreſs enumeration of years, or by reference to a certainty that is expreſſed, or by reducing it to a certainty upon ſome contingent precedent by matter *ex poſt facto*, and then the contingent muſt happen before the death of the leſſor or leſſee.

6. There muſt be all needful ceremonies, as livery of ſeiſin, attornment, and the like, in caſes where they are requiſite.

7. There muſt be an acceptance of the thing demiſed, and the eſtate by the leſſee. But whether any rent be reſerved upon a leaſe for life, years, or at will, or not, is not material, except only in the caſes of leaſes made by tenant in tail, huſband and wife, and eccleſiaſtical perſons; *of which ſee hereafter.*

(D) *What*

(D) *What is a good Leaſe for Life or Years with reſpect to the Leſſor and Leſſee, the Thing leaſed, and the Eſtate, Property or Poſſeſſion of the Leſſor, &c. therein.*

LEaſes for life, years, or at will, may be made of any thing corporeal or incorporeal, that lies in livery or grant. Alſo leaſes for years may be made of any goods or chattels. *Bro. Leaſes* 23.

A man ſeiſed of an eſtate in fee-ſimple in his own right of any lands or tenements, may by deed or writing in the country, (or before the *ſtat.* 29 *Car.* 2. *c.* 3. *might* without writing by word of mouth) make a leaſe of it for what lives or years he will or *would*. And he that is ſeiſed of an eſtate in tail of any lands or tenements, may make any leaſe out of it for his own life, but no longer, unleſs it be by fine or recovery, or it be ſuch a leaſe as is warranted by the ſtatute of 32 *H.* 8. And he who is ſeiſed of lands or tenements of any eſtate for his own or another's life, may make what leaſe for years he will of it, and it will be good as long as the leaſe for life does laſt. And he who is poſſeſſed of lands or tenements for years, may make a leaſe of it for all or part of the years, and theſe are good leaſes. The tenants for life or years may alſo aſſign over all their eſtates if they pleaſe. And if ſuch tenants make leaſes for longer time, as if leſſee for years make a leaſe for life; by this the land will paſs for life, if the term of years laſt ſo long. But if he gives livery of ſeiſin upon it, (as he muſt to make the leaſe for life good) this is a forfeiture of the eſtate for years. *Co.* 44. 7 *Co.* 12. *Plow.* 524.

Infant. If an infant be ſeiſed of land in fee-ſimple, and he makes a leaſe for years of it, rendering no rent; this leaſe is void. But if there be a rent reſerved upon the leaſe, then the leaſe is but voidable, and may by the acceptance of the rent by the infant after his full age be made good. 9 *H.* 7. 24. 18 *Ed.* 4. 2. *Plow.* 545.

Jointenants, tenants in common, parceners. *Jointenants*, *tenants in common* and *parceners*, may make leaſes for life or years of their own parts and purparties at their pleaſure; and theſe leaſes will bind their companions. And *one coparcener* or *tenant in common* may make a leaſe of his part to his companion, if he will. *Lit.* chap. *Tenant in Common*. *F. N. B.* 62. *G.*

If a feoffment be made upon condition, and before the time of performance of the condition the feoffor and feoffee join to make a leaſe for life or years of the land; this is a good leaſe.

Baron and feme. A man that has an eſtate in land to him and his wife and his heirs, may make what leaſe he will of the land, and this will be good againſt all men but his wife only, and that for her time. *Bro. Leaſes* 58.

Leſſor in fee and leſſee for years. If there be leſſor in fee, and leſſee for ten years; in this caſe they two may join together, and make a leaſe for lives, or for any term of years; and this is good. 10 *Co.* 49.

Diſſeiſee. A diſſeiſee cannot make a leaſe of that land whereof he is diſſeiſed, until

until he makes his entry, or recovers the poſſeſſion of the land again. *Plow.* 133.

So neither can a *woman* that has recovered the third part of her huſband's lands, in a writ of dower, make any leaſe of it before ſhe be in poſſeſſion by execution. *Bro. Sci. Fa.* 36.

And yet if a leaſe be made to me for years, I may make a leaſe of part, or an aſſignment of all the term, before I have made my entry into the land demiſed. *Co. Lit.* 46.

So if the father dies, and the ſon makes a leaſe to a ſtranger of the land deſcended to him before his entry, this is a good leaſe: but if a ſtranger had entered, and abated into the lands, and then the ſon had made the leaſe, *contra. Plow.* 137, 142.

By ſpecial power or proviſoe to make leaſes.

In ſome caſes ſuch perſons as are not ſeiſed in fee-ſimple, *&c.* not able to derive ſuch eſtates for life or years out of their own eſtates, may lawfully notwithſtanding make ſuch leaſes for life, *&c.* and this is ſometimes by a ſpecial act of parliament enabling them ſo to do. And hence it is alſo, that a tenant in tail may make leaſes for three lives, or twenty-one years. And ſometimes it is by a ſpecial power or authority given or reſerved by and to the party himſelf that had the fee-ſimple in him, or given to ſome other to do it in his name: and leaſes thus made may be good. And therefore if an act of parliament enable a tenant in tail, or a tenant for life, to make leaſes for three lives, or twenty-one years, leaſes that are ſo made in purſuit of that authority are good. And if a man be ſeiſed of land in fee, and conveys it to the uſe of himſelf for life, or in tail, with divers remainders over, with a proviſoe, that it ſhall be lawful for him, or any ſuch tenant in tail, to make leaſes for twenty-one years; in this caſe he or they may make ſuch leaſes, and they will be good. But in both theſe caſes care muſt be had to purſue the authority ſtrictly, that the leaſes made be according to the power and direction given by the ſtatute or proviſoe; (*a*) for if it differs and varies ever ſo little from the ſenſe and meaning of the ſame, the leaſe will not be good. And therefore in the caſe before of a power to make leaſes for twenty-one years, if the party makes more leaſes for twenty-one years at one time than one, they are all void, except the firſt, becauſe it is againſt the intent of the parties, though it be not againſt the words. And ſo if the power be to make leaſes for three lives, he cannot make a leaſe for ninety-nine years, if three lives ſo long live. But if the power be thus: *provided*, &c. *that he may make any leaſe in poſſeſſion or reverſion, ſo as it does not exceed the number of three lives or twenty one years*; in this caſe a leaſe may be made for ninety-nine years, if three lives live ſo long. But where uſes are raiſed by way of covenant, and in the deed there is a proviſoe, *that the covenantor for divers good conſiderations may make leaſes for years*; this power is void, and no leaſe can be made thereupon; neither will any averment help in this caſe. And if a man has a

(*a*) Under a power to a tenant for life to leaſe for years, reſerving the uſual covenants, *&c.* a leaſe made by him, containing a proviſo, that in caſe the premiſes were blown down and burned, the leſſor ſhould rebuild, otherwiſe the rent ſhould ceaſe, was held void, the jury finding that ſuch covenant was unuſual. *Doe* on the demiſe of *Ellis* v. *Sandhouſe.* 1 *Term Rep.* 705.

letter

letter of attorney, to make leaſes for another, and makes them acc
ingly; ſuch leaſes are good. 5 *Co.* 5. *Dyer* 357. 6 *Co.* 2, 8,
1 *Co.* 75. (*a*)

But herein obſerve three things:

Firſt, that the authority be good.

Secondly, that he who is deputy or attorney purſues the autho
ſtrictly

Thirdly, that he does it in the name of his maſter, and not in his
name. 9 *Co.* 76. A leaſe made by an attorney in his own name
the covenants to pay the rent are void. 2 *Ld. Raym.* 1419. *Stra.*
S. P.

Livery not neceſſary in a leaſe made by virtue of a power. *Ld. Ra*
99.

A leaſe for a greater number of years than the leſſor had power to gr
ſhall be good in equity for ſo many years as he had power therein
that where a perſon hath power to leaſe for ten years, and he leaſeth
twenty years, the leaſe ſhall be good for ten years of the twenty.
Chan Ca. 23.

A leaſe for years mortgaged and near expiring was renewed by
mortgagor's executors; it was decreed that the new leaſe, allowing
charges, ſhould be aſſigned to the plaintiff, and made ſubject to the
ment of the mortgage money and intereſt. *Finch's Rep.* 393. 394.

If a leaſe for years be limited in truſt for heirs male, &c. the lim
tion is void in law, and the term ſhall go to the executors or adminiſ
tors: but an aſſignment of a leaſe, with limitations in tail, remain
over in truſt; though it be void in law, it has been held good in eq
by the intent. *Chan. Rep.* 16. 2 *Chan. Rep.* 58.

The heir ſhall have a leaſe aſſigned to attend the inheritance, and
the executor: and a leaſe waiting on the inheritance, where it is not a
in law, is not aſſets in equity. 2 *Chan. Ca.* 156, 49.

Leaſes deviſed by will are aſſets to pay the teſtator's debts, notw
ſtanding the aſſent of the executors to the deviſe of them. *Chan.*
257.

The queſtion was, whether the inheritance of the land being gone
made void, the leaſe which was to attend it ſhould go according to
declared by covenant to ſtand ſeiſed. Decreed in this caſe, that it
ing a ſettlement on marriage, and ſo on a conſideration, it ſhould g
the wife for ſo many years as ſhe lived. *Chan. Ca.* 47.

A. ſeiſed in fee of an eſtate, demiſed to *B.* his executors, &c.
ninety-nine years in truſt for himſelf and his wife, for their lives,
the life of the ſurvivor, and after the death of the ſurvivor, in truſt
the heirs of their two bodies; and in default of ſuch iſſue, in truſt
the ſurvivor of huſband and wife. *A.* his wife had iſſue a ſon, *A* d
and afterwards the ſon dies without iſſue; the wife adminiſtered to
huſband and ſon, and aſſigns the term to *C.* The queſtion was,
was intitled to the truſt of this term, whether it was attendant on the
verſion, and ſo belonged to the plaintiff as the heir at law of *A.*

(*b*) The conſtruction of theſe leaſing powers muſt be governed by the intent
of the parties. Vid. *Pomeroy* v. *Partington, et al* 3 *Term Rep.* 665. *Bagg*
Oughton. 8 *Mod.* 249. *Forteſc.* 332. *Goodtitle* v. *Funican, Dougl.* 543.

was intitled to the reverſion in fee expectant on this term, or to the attendant *C.* as aſſignee of the wife? The maſter of the rolls decreed the title to belong to the aſſignee of the wife, and that this term ſhould not be attendant on the inheritance; for that the party who raiſed the term, and had power to ſever it from the inheritance, ſhewed his intention to do by limiting the truſt of the ſurvivor of him and his wife, to the heirs of the ſurvivor, which, though it was a void limitation, yet ſerved to ſhew his intent to ſever ſuch term from the reverſion. 2 Vern. 360.

An office cannot be releaſed by parol. 2 *Ld. Raym.* 853.

If to make leaſes reſerving the antient yearly rent annually, it may be reſerved payable on a day before the year is up. 2 *Ld. Raym.* 1198.

Under leaſe for the whole term amounts to an aſſignment. *Ld. Raym.* 399.

Leſſee for years may ſurrender to a reverſion for years who has a longer term. *Ld. Raym.* 402.

Leaſe by tenants in common cannot be pleaded as a joint leaſe. *Ld. Raym.* 404.

Leſſor cannot cut trees unleſs they were excepted in the demiſe. *Ld. Raym.* 552.

Determination of a leaſe at will, *&c.* *Ld. Raym.* 707.

Leaſe before purchaſe where it will enure by eſtoppel. *Ld. Raym.* 735.

Leſſee makes an under-leaſe to commence from his death. *Ld. Raym.* 737.

A *date* in a leaſe for life includes the day of the date. *Ld. Raym.* 744. *(a)*

To make leaſes, and rules for their conſtruction. *Ld. Raym.* 268.

Power to make leaſes in poſſeſſion or reverſion; the party makes a leaſe in poſſeſſion, he cannot make a leaſe in reverſion of the ſame lands afterwards. 2 *Ld. Raym.* 269.

Where different leaſes are pleaded, the firſt muſt be traverſed, and not the laſt, otherwiſe of feoffment. 2 *Ld. Raym.* 237.

Leſſee may make an under-leaſe for the whole term. *Strr.* 405.

Alledging the entry of the leſſee prior to the commencement of the term will not vitiate the demand of rent. *Stra.* 550.

Leaſes by parol to commence at a future day are good.

Conditional ſurrender of a prebendary's leaſe good to warrant a renewal. 2 *Stra.* 1201.

An aſſignee of a leaſe may aſſign over and diſcharge himſelf, and it is no fraud. 2 *Stra.* 1221.

(*a*) *Vide* On this ſubject, *Pugh* and the *Duke of Leeds*, *Cowper* 714. in which it was laid down, that "from" may mean either "inclusive or excluſive," and ſhall be taken in that ſenſe which will make the deed effectual.

(E) *What Leaſes (or other Acts) may be made (or done) by a Tenant in Tail, and what Leaſes made by ſuch a Tenant ſhall be good to bind the Iſſue or him in Remainder, or others after the Death of the Tenant in Tail; and how they ſhall bind.*

ANY perſon whatſoever of full age that has any eſtate of inheritance in fee-tail, in his own right, of any lands, tenements or hereditaments, may at this day without fine or recovery make leaſes of ſuch lands for lives or years, and ſuch leaſes ſhall be good, ſo as theſe conditions and incidents following be therein obſerved and kept. *Stat.* 32 *H.* 8. *c.* 28. *Co. Lit.* 44.

Firſt, Such leaſes muſt be by deed indented, and not by deed poll or by parol.

Secondly, They muſt be made to begin from the day of the making thereof; or from the making thereof. *Co. Litt.* 44. *a. b.*

Thirdly, If there be an old leaſe in being of the land, the ſame muſt be ſurrendered or expired, and ended within a year of the time of the making the new leaſe; and this further muſt be abſolute and not conditional; alſo it muſt be real, and not illuſory or in ſhew only; for *factum non dicitur quod non perſeverat.* 5 *Co.* 2. *Co. Litt.* 44. *a. b.*

Fourthly, There muſt not be a double or concurrent leaſe in being at one time; as if a leaſe for years be made according to the ſtatute, he in reverſion cannot afterwards expulſe the leſſee, and make a leaſe for life or lives, nor another leaſe for years according to the ſtatute, nor *e converſo.* 5 *Co.* 2. But if a leaſe for years be made to one, and afterwards a leaſe for life is made to another, and a letter of attorney is made to give livery of ſeiſin upon the leaſe for life, and before the delivery made the firſt leaſe is ſurrendered, in this caſe the ſecond leaſe is good. *Trin.* 4. *Jac. B. R. Co. Litt.* 44. *a. b.*

Fifthly, Theſe leaſes muſt not exceed three lives or twenty one years from the time of the making of them; and therefore if a tenant in tail makes a leaſe for twenty-two or forty years, or for four lives, this leaſe is void, and that not only for the overplus of time more than three lives or twenty-one years, but for that time of three lives or twenty one years alſo. And it has been reſolved, that if a tenant in tail leaſe for ninety-nine years determinable upon three lives, this is not a good leaſe. But if a leaſe be made by a tenant in tail for a leſſer time, as for two lives, or for twenty years; this is a good leaſe. And if a leaſe be made for four lives, and it happens that one of the lives dies before the tenant in tail dies, yet this accident will not make the leaſe good, but it remains voidable notwithſtanding. 5 *Co.* 6. *Dyer* 246. *Co. Litt.* 44. *a. b.*

Sixthly,

Sixthly, Theſe leaſes muſt be of lands, tenements or hereditaments [illegible] or corporeal, which are neceſſary to be letten, and whereout [illegible] by law may be iſſuing and reſerved. 5 *Co.* 2. And therefore if a [illegible] in tail makes a leaſe of ſuch a thing as lies in grant, as an advow- [illegible], fair, market, franchiſe, or the like, out of which a rent cannot be [illegible], eſpecially if it be a leaſe for life; this leaſe is void, and that [illegible]gh the thing have been antiently and accuſtomably letten; and a [illegible] of a rent-charge therefore out of ſuch lands is void. *Tallen-* [illegible]caſe, *Paſ.* 3 *Jac. B. R.* 11 *Co.* 60. *Co. Litt.* 44. *a. b.*

[illegible]d if tenant in tail makes a leaſe for three lives of a portion of [illegible], rendering rent, this leaſe is unqueſtionably void. And ſo alſo it [illegible] it is if it be a leaſe for twenty-one years. *Trin.* 2 *Jac. B. R.* [illegible]ged. *Dodington*'s caſe.

Seventhly, They muſt be of ſuch lands or tenements which have been [illegible]commonly letten to farm, or occupied by the farmers thereof by the [illegible] of twenty years next before the leaſe made, ſo as if it had been let- [illegible] for eleven years at one or ſeveral times within twenty years before [illegible] new leaſe made, it is ſufficient. And although the letting have been [illegible]py of court-roll only, yet ſuch a letting in fee, for life or years, is [illegible]cient letting; and ſo alſo is a letting at will by the common law. [illegible] theſe lettings to farm muſt be made by ſuch as are ſeiſed of an eſtate [illegible]heritance; for if it has been only by guardian in chivalry, tenant by [illegible]curtefy, in dower, or the like; this will not ſerve to be a letting [illegible] the intent of the ſtatute. 6 *Co.* 37. *Dyer* 271. *Co. Litt.* [illegible] *a. b.*

Eighthly, There muſt be reſerved upon ſuch leaſes yearly, during [illegible] ſame leaſes, due and payable to the leſſor and his heirs, to whom [illegible] reverſion ſhall appertain, ſo much yearly farm or rent, or more, as [illegible] been moſt accuſtomably yielded or paid for the lands, *&c.* within [illegible]y years next before ſuch leaſe made; and therefore if the rent be [illegible]rved but for part of the time of the new leaſe, this leaſe is void. [illegible]d if the tenant in tail has twenty acres of land that has been accuſ- [illegible]mably letten, and he makes a leaſe of theſe twenty acres, and of one [illegible] more which has not been accuſtomably letten, reſerving the uſual [illegible]ly rent, and ſo much more as to exceed the value of the other [illegible]re; this is not a good leaſe by the ſtatute. So if there be tenant in [illegible] of two farms, the one at twenty pounds rent, the other at ten [illegible]unds rent, and he makes a leaſe of both theſe farms together at thir- [illegible]pounds rent; this is not a good leaſe within the ſtatute. 5 *Co.* 8. [illegible]. 6. 37, 38. *Co. Litt.* 44. *a. b.*

But if beſides the annual rent there have been formerly reſerved [illegible]gs not annual, as heriots, fines or other profits upon the death of [illegible] farmers, or profits out of another's ſoil, as paſturage for a colt, [illegible]c. if upon the new leaſe the yearly rent be reſerved, although theſe [illegible]llateral obſervations be omitted, yet the leaſes are good. *Trin* 3 [illegible]*ac. B. R.* adjudged. *Trin.* 18 *Jac. B. R. ibid.*

And alſo if there be more rent reſerved upon the new leaſe than the [illegible] that has been antiently paid, the leaſe is good notwithſtanding: [illegible]nd yet if tenant in tail of land lets a part of it that has been accuſ- [illegible]tomably letten, and reſerves the rent *pro rata*, or more than after the [illegible] rate; this not a good leaſe. 5 *Co.* 6. 44 *Co. Litt. a. b.*

And yet if two coparceners of twenty acres of land of equal value

between them in tail, and theſe have been uſually letten, and they make partition of theſe lands, ſo as each of them has ten acres; in this caſe they may make leaſes of their ſeveral parts, reſerving the half of the accuſtomable rent. 5 *Co.* 5. And yet *Co. Litt.* 44. *b.* is *contra.*

And if upon the old leaſe the rent was payable at four days in the year, and by the new leaſe it is reſerved to be paid at one day; this is a good leaſe. So if the rent upon the old leaſe be payable in gold, and the new rent be payable in ſilver; the leaſe is not good. And if a tenant in tail be of a manor that has been uſually demiſed for ten pounds rent; and after a tenancy eſcheat, and then he makes a leaſe of the manor, rendering 10 *l.* rent by the year, this is a good leaſe; but if the leſſor purchaſes a tenancy, then it ſeems otherwiſe. *Trin.* 3 *Jac. B. R. Cornwallis's* caſe, 5 *Co.* 5, 6. *Co. Litt.* 44. *a. b.*

Ninthly, Such leaſes muſt not be without impeachment of waſte; and therefore if tenant in tail makes a leaſe of his land intailed without impeachment of waſte; this leaſe is void. And if a leaſe be made for life, the remainder for life, *&c.* this is not a good leaſe; for in this caſe during the remainders the tenant for life cannot be puniſhed for waſte done. But if ſuch a tenant of land makes a leaſe of it to *J. S.* for the lives of three others; this is a good leaſe, although it may afterwards become an occupancy. 6 *Co.* 37. and *Meer's* caſe adjudged. *Co. Litt.* 44. *a b.*

Tenthly, Such leaſes muſt not be againſt any ſpecial act of parliament, and therefore if a woman that is tenant in tail of the gift of her deceaſed huſband, or any of his anceſtors, whilſt ſhe is ſole, or after with another huſbannd, makes any ſuch leaſe warranted by this ſtatute; yet this leaſe is not good. *Stat.* 11 *H.* 7. 20. 3 *Co.* 51.

Eleventhly, They muſt have all due ceremonies and circumſtances for the perfection of them, as other ſuch like leaſes; as livery of ſeiſin, and the like, where they are needful. And then only when leaſes have theſe conditions, and are made according to theſe proviſions, are they ſaid to be within the ſtatute of 32 *H.* 8. and ſuch only as do bind the tenant in tail himſelf, and iſſue in tail; for otherwiſe, if it be not warranted by this ſtatute, although it will bind the tenant in tail himſelf that made it, yet it will not bind his iſſue, but as to him it will be void or voidable at the leaſt; for if tenant in tail of land makes a leaſe of it for a hundred years without any rent reſerved thereupon; this leaſe as to the iſſue in tail is void; but if he makes a leaſe of his land for 100 years, rendering rent, and has iſſue, and dies; in this caſe the leaſe is only voidable by the iſſue at his pleaſure; and therefore if the iſſue accepts the rent after the death of the tenant in tail, by this means the leaſe is affirmed and become good. But howſoever the leaſe be made, it will not bind him that comes in of a remainder over, nor him that is the donor; and therefore if a tenant in tail makes a leaſe warranted by the ſtatute, and after dies without iſſue, ſo that the land remains over to another, or reverts to the donor; in theſe caſes neither he in the remainder, nor the donor, ſhall be bound by this leaſe; for as to them the leaſe is void. And yet by a common recovery the tenant in tail may make leaſes of or lay charges upon the land to bind the donor and him in remainder alſo. But otherwiſe it is of a fine; for if tenant in tail makes a leaſe for years by fine, this will not bar the donor, nor the remainder in any caſe where it is in a ſtranger. And yet if the remainder

or be in the tenant in tail himſelf, and he makes a leaſe for years by deed according to the ſtatute, or by fine; this leaſe is good, and ſhall bind his own remainder. 7 *Co.* 7. 8 *Co.* 54. *Dyer* 7, 8. *Woman's Caſe* 75. *Plow.* 435, 436.

What Leaſes (or other Acts) may be made (or done) by the Huſband with the Lands he has in Fee-ſimple or in Fee-tail in the Right of his Wife, or jointly with her; and what Leaſes made by him of ſuch Lands are good, or not, and how.

THE huſband may at this day without fine or recovery make leaſes of the land, tenements or hereditaments, whereof he has eſtate of inheritance in fee-ſimple or fee tail in the right of his wife, made before or after the coverture; ſo as there be in ſuch leaſes obſerved the eleven conditions or limitations before required in the leaſe made by tenant in tail, and ſo that the wife do join in the ſame deed, and be made party thereunto, and ſo ſeal and deliver the ſame deed herſelf in perſon. *Stat.* 32 *H.* 1. *c.* 28. *Co. Lit.* 44.

For if a man and his wife make a letter of attorney to another to deliver the leaſe upon the land, this leaſe is not a good leaſe from the wife warranted by the ſtatute. And yet then, as in other like caſes of leaſes not warranted by this ſtatute, it is a good leaſe againſt the huſband. And when the leaſe is ſuch a leaſe as is warranted by the ſtatute, it binds the huſband and wife both, and the heirs of the wife; but if it be eſtate-tail, it does not bind the donor, nor him in remainder. *Paſ. Jac. B. R.*

If the huſband and wife at the common law had joined in a leaſe of her land without rendering of rent; this leaſe had been void as againſt the wife; and ſo is the law ſtill. 26 *H.* 8. 2.

If the huſband at the common law had been ſeiſed of land in the right of his wife, and he had made a leaſe for years rendering rent, and died; this leaſe had been void, and ſo is the law ſtill. 26 *H.* 8. 2. 2 *Co.* 77.

If the huſband and wife at the common law had made a leaſe by deed, rendering rent; this leaſe had been void as againſt the wife; and ſo is the law ſtill. *Dyer* 91.

The huſband and wife together may by fine or recovery make what leaſes they will of her land, or charge it for what time they will; and ſuch leaſes and charges will be good againſt the huſband and wife both, and their heirs alſo. But if the huſband alone levies any fine of his wife's land, and thereby makes any eſtate whatſoever; this will not bind the wife after the huſband's death, but ſhe may avoid it. And if the huſband and wife make a leaſe of her land, rendering rent to them and the heirs of the wife (as in ſuch leaſes it ought to be); in this caſe the huſband cannot by fine or otherwiſe grant or diſcharge this rent longer than during coverture, unleſs the wife join in the fine, but the rent ſhall deſcend, remain or revert in ſuch ſort and manner as the

land ſhould have done. *Stat.* 32 *H.* 8. *c.* 28. *Vide Woman's Lawyer* 163.

If a woman ſeiſed of an eſtate for life, with a power to make a leaſe for three lives or twenty-one years, marries, and ſhe and her huſband join in making the leaſe, and both die before the leaſe is expired; here, though the huſband in right of his wife, and ſhe in her own right, are poſſeſſed of an eſtate for life, and therefore can, as owners, make a leaſe, and there appears no intention of the parties, (imagining perhaps they ſhould have out-lived the leaſe) that this leaſe ſhould be made by virtue of the power; yet becauſe the leaſe, ſuppoſing it made by them as owners, cannot have all the effect the parties intended, for ſome it would have, (it would be a good leaſe during the lives of the huſband and wife) yet becauſe it cannot have all, it ſhall be eſteemed made by virtue of the power. *Lucas*, 10 *Mod.* 36.

(G) *What Leaſes (or other Acts) Biſhops, or other Spiritual or Eccleſiaſtical Perſons and Colleges may make (or do) with the Lands they have in the Right of their Churches or Houſes, &c. and what Leaſes made by ſuch Perſons will bind their Succeſſors and others, or not.*

BISHOPS, with the confirmation of the dean and chapter, parſons or vicars, with the conſent of their patrons and ordinaries, archdeacons, prebends, and ſuch as are in the nature of prebends, as precentors, chaunters, treaſurers, chancellors, and ſuch like; alſo maſters and governors, and fellows of any colleges or houſes, (by what name ſoever called) deans and chapters, maſters or guardians of any hoſpital, and their brethren, or any other body politic, ſpiritual and eccleſiaſtical, (*Concurrentibus his quæ in jure requiruntur*) might by the antient common law have made leaſes for lives or years, or any other eſtates of their ſpiritual or eccleſiaſtical livings for any time without ſtint or limitation. *Co. Lit.* 44. 5 *Co.* 14. 11 *Co* 66. See *Burr. Rep.* 221.

And at this day the biſhops, and the reſt of the ſaid ſpiritual perſons, except parſons and vicars, may make leaſes of their ſpiritual livings for three lives or twenty-one years, and ſuch leaſes will be good both againſt themſelves and their ſucceſſors. But ſuch perſons may not make leaſes or eſtates for any longer time than three lives or twenty-one years; and if they do, although it be by fine or recovery, or it be confirmed by the dean and chapter, *&c.* yet it is void againſt the ſucceſſor. Neither will the leaſes made by ſuch perſons for three lives or twenty-one years be good, unleſs they have certain conditions and properties required in them. *Stat.* 32 *H.* 8. *c.* 28. 13 *Eliz. c.* 10. 1 *Jac. c.* 3. 1 *Eliz. c.* 19. 14 *Eliz. c.* 11. 18 *Eliz. c.* 10. 20.

Firſt, That they have the effect of all the qualities or properties before mentioned and required by the ſtatute of 32 *H.* 8. in the leaſe made by the tenant in tail, and be made after that manner, *viz.* that they be by deed indented.

Secondly,

Secondly, That they begin from the time of the making of them. *Thirdly* and *Fourthly*, That the old leaſe be ſurrendered, and there be not a concurrent leaſe (ſave in the caſe of a biſhop); and therefore if any ſuch perſon makes a leaſe for twenty-one years to one, and then makes a leaſe for three lives to another; this ſecond leaſe is void. And if a biſhop makes a leaſe for twenty-one years to one man, and then within a year after makes another leaſe to another for twenty-one years, begin from the making of it; this, if it be confirmed by dean and chapter, is a good leaſe.

Fifthly, That they do not exceed three lives or twenty-one years, though they may be for a leſs time.

Sixthly, That they be of lands or tenements manurable or corn-bearing.

Seventhly, That they be made of lands that have been commonly let to farm by the ſpace of twenty years before.

Eighthly, That there be reſerved upon them the antient and accuſtomed rent payable to the leſſor or his ſucceſſors during the time.

Ninthly, That they be not made without impeachment of waſte.

Tenthly, That there be livery of ſeiſin upon them, *&c.* where it is requiſite. *Co. Lit.* 44. 11 *Co.* 66. 5 *Co.* 3. 15.

Eleventhly, If the leaſe be made according to the exception of the ſtatute of 1 *Eliz.* and 13 *Eliz.* and not warranted by the ſtatute of 32 H. 8. as in caſe of a concurrent leaſe, and it be made by a biſhop or any ſole corporation, it muſt be confirmed by the deans and chapters, or others that have intereſt. And if a parſon or vicar make a leaſe, it is not good but during the parſon or vicar's reſidence, according to the ſtatute of 13 *Eliz. c.* 20. and in this caſe there needs no confirmation at all. 11 *Co.* 66. 5 *Co.* 3.

Twelfthly, Some of the leaſes that are made by the colleges and halls of the univerſity, *&c.* muſt have ſome rent-corn reſerved upon them. *Stat.* 18 *Eliz. c.* 20.

But biſhops, deans, parſons, and ſuch like ſpiritual perſons, cannot grant the next advowſons of churches, neither can they grant rents out of their ſpiritual livings, but the ſame charges will be void after their death. And if a biſhop ſuffers an annuity to be recovered againſt him by pretence of title of preſcription on a judgment after a verdict or confeſſion, or a parſon in ſuch a caſe prays in aid of the patron, and ſo ſuffers an annuity to be recovered; this will not bind the ſucceſſor. And yet a biſhop, or any ſuch ſpiritual perſon may grant antient offices in truſt of neceſſity or conveniency, as the offices of chancellor, regiſter, bailiff, or the like, with the antient fees incident thereunto, for the life or lives of the grantees: and ſuch grants are good although they be made by the biſhops of the new erected biſhopricks, and that there are not in them the conditions and properties required in the leaſes before mentioned, ſo as they be confirmed by the dean and chapter. But they may not grant any new office, nor yet add any new fee to the old offices; and therefore if a biſhop grants any annuity *pro conſilio impenſo & impendendo*, where none was before; this will not bind the ſucceſſor. And yet if there be an old fee, and there be a new fee added to it; in this caſe it ſeems it is good for the old fee, although it be void for the new fee. Neither may they grant

grant their offices otherwiſe than they have been granted: and therefore where the antient grant of the office has been to one, it cannot be now granted to two; and where the antient grants have been to two jointly, they may not be now granted in remainder one after another. Neither may the grants of theſe offices be longer than for the life or lives of the grantees. And in caſe where the grant is void, the confirmation of the dean and chapter will not make it good. 5 *Co.* 15. 11 *Co.* 66. 10 *Co.* 58. *Dyer* 370. And moſt of theſe points were agreed by juſtice *Jones* and juſtice *Whitlock*, at *Lent* aſſizes at *Glouceſter*, 6 *Car.*

But here obſerve, that although in all theſe caſes of leaſes and grants not warranted by the ſtatutes aforeſaid, the ſtatutes ſay the leaſes ſhall be void; yet this is to be underſtood as againſt the ſucceſſors, and not againſt the leſſors themſelves; for the leaſes are good ſo long as the leſſors live, or at leaſt ſo long as they continue in the place: and therefore if ſuch a leaſe be made by a dean and chapter, or other corporation aggregate; it is good as againſt the dean or others, head of the corporation, ſo long as he continues in his place. And if a biſhop makes any leaſe or other grant not warranted by the ſtatute of 1 *Eliz.* or a dean and chapter, maſter and fellows of a college, or the like, make leaſes not warranted by the ſtatute of 13 *Eliz. c.* 10. theſe leaſes are good againſt themſelves, altho' they are void againſt their ſucceſſors. So as if a private act of parliament intails land upon a man, and appoints him what eſtates he ſhall make, and that if he makes any other eſtates they ſhall be void; in this caſe they ſhall not be void as to the tenant in tail himſelf that makes them. *Co. Lit.* 45, 329. 3 *Co.* 59. 10 *Co.* 59. 11 *Co.* 73, 78. 5 *Co.* 5.

Leaſes of benefices with cure are no longer good than the parſon is reſident. *Stat.* 13 *Eliz. c.* 20.

Leaſes made by colleges muſt have reſerved upon them the third part of the rent in corn. *See the ſtatute of* 18 *Eliz. c.* 20.

A college was ſeiſed in fee of lands in right of the college, and the ſtatutes relating to the conſtitution of it reſtrain from making leaſes of the lands, other than for twenty-one years at the rack rent. The college made a leaſe to *J. S.* for twenty one years at the rack rent; the leſſee improved the premiſſes; and at the college audit an entry was made in the regiſter, by which, in conſideration that *J. S.* had built two houſes, and thereby had improved the premiſſes, therefore it was recommended, that at the end of the leaſe the college ſhould make him a new leaſe for twenty-one years, at the antient rent, without raiſing it; and this entry was ſigned by the maſter, warden, and moſt of the fellows: afterwards, upon *J. S.*'s applying for a new leaſe, the college, at the audit held about half a year before the expiration of the old leaſe, made an order, that *J. S.* ſhould have a new leaſe at the old rent, and under the ſame covenants as the former; and this order was ſigned by the maſter, warden, and moſt of the fellows: *J. S.* died inteſtate about the time of the next audit, which was three weeks before the leaſe expired; whereupon the widow, as adminiſtrator, applied at the audit following after for a new leaſe, but being refuſed brought her bill for that purpoſe. And lord chancellor ſaid, the maſter-warden betrayed his truſt in relation to the college, and had acted inconſiſtently with the oath he had taken; that he did not like the recommendation made by the

the maſter, warden and fellows, to make a new leaſe to the inteſtate at the old rent, it being no leſs than a recommendation to their ſucceſſors to wrong the college, and break their ſtatutes, which ſay, that no leaſe ſhall be made but at rack rents; and as to the ſigning of the maſter, warden and fellows, that could not be ſuch a contract as bound the college; for a contract to bind that muſt be under its common ſeal; where-upon the bill was diſmiſſed with coſts. *Will.* 655.

Of the Manner of Agreement in a Leaſe, and the Words whereby the ſame is ſet down; and what Words will make an Eſtate for Life or Years.

A Leaſe made for a thouſand days, months or weeks, is as good for ſo long as it endureth, as a leaſe for an hundred or a thouſand years. So a leaſe for half a year, or a whole year, is good. 6 *Co.* 35. 14 *H.* 8. 13.

So if a leaſe be made from day to day, or from week to week, for four years; this is a good leaſe for four years. *Et ſic de ſimilibus.* *Plow.* 422.

So if one makes a leaſe for ten years, and ſo from ten years to ten years, during an hundred years, or until an hundred years incurred; this is a good leaſe for an hundred years. *Plow.* 272. *Bro. Leaſes* 49.

So if one makes a leaſe for three years to three years during the life of *J. S.* in this caſe if livery of ſeiſin be not given, this is a good leaſe for ſix years; but if livery be given it is a good leaſe for the life of *J. S.* And if a leaſe be made from my death until *Anno Domini* 1650, this is a good leaſe. *Dyer* 24.

Livery of ſeiſin.

If I ſay to *J. S.* being in my houſe, *here* J. S. *I demiſe to you my houſe and land ſo long as I live*; this is a good leaſe to him if livery of ſeiſin be made. 6 *Co.* 26.

If one makes me a leaſe of land until a hundred pounds be paid me, and makes livery of ſeiſin upon it; this is a good leaſe of land for life determinable upon the payment of the hundred pounds. But if no livery be made, it is no good leaſe. 21 *Aſſ.*

Executors.

If one makes a leaſe to me for my life, and for four, ten or twenty years after; this is a good leaſe for life; firſt if livery of ſeiſin be made, and then a good leaſe for years, for ſo many years as are agreed upon afterwards, which my executors ſhall have. And if no livery of ſeiſin be made, yet it ſeems it is a good leaſe for ſo many years after my death. *Bro. Leaſes* 27, 51.

If an indenture of leaſe be made between *A.* of the one part, and *B. C.* and *D.* of the other part, and therein *A.* demiſes land to *B.* to have and to hold *to him for eighty years, if B. ſhall live ſo long, and if he dies or alieus the premiſſes within the term, then that his eſtate ſhall ceaſe*; and then the leſſor grants the land to *C.* for ſo many years of the ſaid term as ſhall be then to come after the death or alienation of *B.* if he lives ſo long: this is a good leaſe to *B.* for ſo many years as he ſhall

ſhall live of the eighty years, but the leaſe to *C.* after is not good, for the term is ended by the death of *B.* But if the words of the ſecond demiſe be, to have and to hold *during the reſidue of the eighty years*, and not *during the reſidue of the term*; the ſecond demiſe is good to *C.* alſo. 1 *Co.* 153. *Dyer* 253.

If one makes me a leaſe for ſixty years if I live ſo long, provided that if I die within the term, that my executors ſhall have it during the reſidue of the ſixty years, in this caſe this is a good leaſe for the ſixty years determinable upon my death, but not a good leaſe for the reſidue of the ſixty years after my death; and yet it may amount to a good covenant for that time. 1 *Co.* 145. *Dyer* 150, 253.

A leaſe for years cannot by the agreement of the parties be made to the heirs of the leſſee, nor intailed to the heirs of his body; and therefore if a leaſe be made to *J. S.* and his heirs, or to *J. S* and the heirs male of his body, yet the executors of *J. S.* and not his heirs, ſhall have it; and the executors may ſell the term. 2 *Co.* 24. 10 *Co.* 87.

Covenant. If *A.* covenants to levy a fine to *B.* and his heirs, provided that if he pays *B.* and his heirs 10*l.* at the end of thirteen years, that then the fine ſhall be to the uſe of *A.* and his heirs: and *A.* covenants with *B.* by the ſame deed, that *B.* his heirs, executors and aſſigns, ſhall quietly hold the premiſſes from *Michaelmas* next for thirteen years, and yearly from thenceforth for ever, if the 10*l.* be not paid according to the intent; this covenant does not make a good leaſe for the thirteen years, and it is but a covenant. *Evan*'s caſe, *Trin.* 5 *Jac. B. R.*

If one makes a leaſe for a certain number of years, and it is further agreed that upon ſome contingent the leſſee ſhall have the fee-ſimple, and livery of ſeiſin is given thereupon; the leaſe for years continues good for the time agreed upon. *Plow.* 272.

If two agree by word that one of them ſhall have ſuch a piece of land for twenty years; this is a good and perfect leaſe that is made by this agreement, although they agree to have a writing made of it afterwards; for the writing is but the confirmation of it. But if the agreement be, that ſuch a writing ſhall be made, or that a leaſe ſhall be made of ſuch a thing between them, and put in writing, ſo that the agreement hath reference to the writing, and implieth an intent not to perfect the agreement till the writing be made; in this caſe the leaſe is not a perfect leaſe until the writing be made. *Per* juſtice *Jones* at *Glouceſter* aſſizes.

Words. Although the moſt uſual and proper making of a leaſe is by the words *demiſe*, *grant*, *and to farm let*, and with an *habendum* for life or years; yet a leaſe may be made by other words; for whatſoever words will amount to a grant, will amount to a leaſe; and therefore a leaſe may be made by the words, *give*, *betake*, or the like. The word *locavit* alſo is a good word. And the uſe in the exchequer is to make leaſes by the word *commitimus*, which is a good word to make a leaſe. *Co. Lit.* 5. *F. N. B.* 270. E. *Bro. Leaſes* 71.

And if *B.* does but grant and covenant with *B.* that *B.* ſhall enjoy ſuch a piece of land for twenty years; this is a good leaſe for twenty years. *Bro. Leaſes* 60.

So if *A.* promiſes to *B.* to ſuffer him to enjoy ſuch a piece of land for twenty years; this is a good leaſe for twenty years. *Per Cur' B. R. Mich.* 9 *Jac.*

So if *A.* licenſes *B.* to enjoy ſuch a piece of land for twenty years; this is a good leaſe for twenty years: and therefore it is the common courſe,

courſe, if a man makes a feoffment in fee, or other eſtate, upon condition that if ſuch a thing be done at ſuch a time, that the feoffor, &c. ſhall re-enter, to the end that the feoffor, &c. may have the land and continue in poſſeſſion until that time, to make a covenant that he ſhall hold and take the profits of the land until that time: and this covenant will make a good leaſe for that time, if the incertainty of the time thereunto care muſt be had) do not make it void. And therefore if A. bargains and ſells his land to B. on condition to re-enter if he pays him 100 *l.* and B. covenants with A. that he will not take the profits until default of payment, or that A. ſhall take the profits until default of payment; notwithſtanding this may be a good covenant, yet it was no good leaſe. And if the mortgagee covenants with the mortgagor, that he will not take the profits of the land until the day of payment of the money; in this caſe although the time be certain, yet this is no good leaſe, but a covenant only: and if one gives a bond for the not holding of one cloſe for three years; it ſeems this is no leaſe in law. Agreed by all the judges, *Mic.* 20 *Jac.* & *per Juſtice* Bridgman *Cur. B. R.*

See the opinion of the parliament for bonds and covenants both, ſtat. 14 & 15 c. 11.

(I) *Of two Leaſes at one Time of the ſame Thing.*

IF a leaſe be made for life or years to *A.* and after the leſſor makes a leaſe for years to *B.* regularly this concurrent leaſe to *B.* is a good leaſe for ſo many years of the ſecond leaſe, as ſhall be to come after the firſt leaſe is determined according to the agreement; as if the firſt leaſe to *A.* be for twenty years, and the ſecond leaſe to *B.* be for thirty years, and both begin at one time; in this caſe the ſecond leaſe is good for the laſt ten years. And yet the reverſion at the common law would not paſs without the attornment of the tenant; and therefore if any rent was reſerved on the firſt leaſe, the ſecond leſſee ſhall not have it until the firſt leſſee attorned, (*but now ſuch attornment is uſeleſs.*) But if the ſecond leaſe be for the ſame or for a leſſer time; as if the firſt leaſe be for twenty or ten years, to begin at the ſame time; theſe ſecond leaſes are for the moſt part void. *Plow.* 433, 421, 273, 521. *Co.* 155. 4 *Co.* 58. *Bro. Leaſes* 72, 10. *Vid. Shep. Prac. Con.* 112, 113.

And yet herein a difference is taken between leaſes made by matter of record and by writing, and leaſes that are made by word of mouth; for if the ſecond leaſe be made by fine, deed indented, or poll, although it be but for the ſame or for a leſſer time, and although it be a leaſe of the land itſelf, and not of the reverſion, yet it will paſs the rent reſerved upon the firſt leaſe, if the firſt leſſee attorns, and ſo alſo it will do without attornment where attornment is not needful. But if the ſecond leaſe be made by word of mouth, it is otherwiſe, for a reverſion and a rent in this caſe will not paſs without deed, and therefore a grant by word does not paſs them. And if the ſecond leaſe be by fine or deed indented, then

then alſo it will work by way of eſtoppel, both againſt the leſſor and againſt the leſſee; ſo that if the firſt leaſe happens by any means, as by ſurrender or otherwiſe, to determine before it be run out, then the ſecond leſſee ſhall have it: and if there be any rent reſerved upon the ſecond leaſe, the leſſee muſt pay it from the time of making the leaſe. *Dyer* 58, 356. *Plow.* 421, 422. *Co.* 155.

And therefore if one makes a leaſe of land to *A.* for ten years, and after makes a leaſe to *B.* of the ſame land from *Michaelmas* next for ten years, and before *Michaelmas* the firſt leſſee purchaſes the fee-ſimple, ſo that now by this means his term is drowned; in this caſe the ſecond leaſe ſhall begin at *Michaelmas*. *Dyer* 112. *Plow.* 432.

So if one makes a leaſe to *A.* for twenty years, and *A.* makes a leaſe of the land to *B.* for two years, rendering rent, and afterwards *A.* makes a leaſe for the reſt of his time to *C.* by deed; this leaſe, is a good leaſe of the rent and reverſion; and ſo it is alſo without attornment, if there be any conſideration given for it; for then it is alſo a good leaſe for all the reſt of the term after the two years. 4 *Co* 53.

So if one makes a leaſe to *A.* for twenty years, if he lives ſo long, rendering rent, and afterwards he makes a leaſe to *B.* by indenture for eighty years, to begin preſently, or grants the reverſion to begin at a day paſt, or the like; in all theſe caſes, the rent will paſs; and it will be a good leaſe for the land for ſo many of the years as ſhall be to come after the firſt leaſe ended. But if the ſecond leaſe be by parol without a deed, the reverſion as a reverſion will not paſs, and the grant will be void if there be nothing elſe to help it. And in caſes where the ſecond leaſe is void, although the firſt leſſee ſurrenders his eſtate, or his eſtate ends by a condition, yet the ſecond leaſe is not hereby made good. But if the ſecond leaſe for years after another leaſe for life or years be made for money, ſo as it may be ſaid to paſs by way of bargain and ſale; this may help the matter; for in this caſe, although it be by word only, it may paſs the reverſion and the rent alſo: but in moſt caſes it is good for the remainder of the term after the firſt leaſe ended. And if the ſecond leaſe be to begin after the end of the former leaſe; in this caſe the former leaſe is no impediment at all to the validity of the latter leaſe, but the latter leaſe is good notwithſtanding. *Co.* 155. *Plow.* 432, 234. *Hil.* 6 *Jac.* *Finch* v. *Vaughan.* *Dyer* 112. 2 *Co.* 35, 36.

(K) *Of the Commencement, Continuance and End of the Term or Eſtate.*

A Leaſe for years may begin at a day to come, as at *Michaelmas* next, or three or ten years after, or after the death of the leſſor, or of *J. S.* and it is good as where it begins preſently. But a leaſe for life of any thing whatſoever, whether it be in livery or in grant, if it be *in eſſe* before, cannot begin at a day to come. And therefore if a leaſe be made *habendum* from *Michaelmas* next, or from the day of making it, or after the death of the leſſor, or after the death of *J. S.* to the leſſee for life; this leaſe is not good: but in caſe of a leaſe of land made thus, it is ſometimes made good by the livery of ſeiſin. 5 *Co.* 1. *Co. Lit.* 48. *Plow.* 256, 257.

But

But all leaſes for years, whether they begin *in præſenti* or *in futuro*, muſt be certain, that is, they muſt have a certain beginning and a certain ending, and ſo the continuance of the term muſt be certain, otherwiſe they are not good. And yet if the years be certain when the leaſe is to take effect in intereſt or poſſeſſion, it is ſufficient; for until that time it may depend upon an uncertainty, *viz.* upon a poſſible contingent precedent before it begins in poſſeſſion or intereſt, or upon a limitation or contingent ſubſequent: but when it is to be reduced to a certainty upon a contingent precedent, the contingent muſt happen in the lives of the parties. And although there appears no certainty of years in the leaſe, yet if by reference to a certainty it may be made certain, it is ſufficient. *Certum eſt quod certum reddi poteſt.* As if *A.* ſeiſed of lands in fee grants to *B.* that when *B.* ſhall pay to *A.* twenty-one years, and after pays the twenty ſhillings; in this caſe *B.* ſhall have a good leaſe for twenty-one years from thenceforth. And if *A.* grants to *B.* that if his wife for life ſhall die, that *B.* ſhall have the land for ten years; this is a good leaſe. And if one makes a leaſe *for years after the death of* C. *if he dies within ten years;* this is a good leaſe if *C.* dies within the ten years; otherwiſe not. But if *A.* be ſeiſed of land in fee, and leaſe it to *B.* for ten years, and it is agreed between them that *B.* ſhall pay to *A.* a hundred pounds at the end of the ſaid ten years, and that if he does ſo, then he ſhall pay the ſaid hundred pounds, and a hundred pounds at the end of every ten years, that then the ſaid *B.* ſhall have a perpetual demiſe and grant of the premiſſes from ten years to ten years continually following *extra memoriam hominum, &c.* although this is a good leaſe for the firſt ten years, yet it is void for all the reſt for incertainty. *Co.* 155. 135. *Co. Lit.* 45. *Plow.* 83, 270.

And if a leaſe be made to begin from the nativity of Chriſt, and he does not ſay which nativity, as next, *&c.* it is void for incertainty. 16 *Jac. in Scac'.*

And yet if a leaſe for years be made of land in leaſe for life, to have and to hold from the death of the tenant for life; this is a good leaſe. So if it be, to have and to hold from *Michaelmas* next after the death of the tenant for life, or from *Michaelmas* next after the determination of the eſtate of the tenant for life; theſe are good leaſes. *Plow.* 192, 193.

So if there be a former leaſe in being for life or years, and another leaſe for years is made of the land, to have and to hold from the end of the former eſtate by ſurrender, forfeiture, or otherwiſe, for twenty years; or to have and to hold from the ſurrender, forfeiture, or other determination of the former leaſe, if there be any, and if there be none, for twenty years; theſe and ſuch like leaſes are good, and this commencement is certain enough. 6 *Co.* 36.

And if one makes a leaſe to begin after the death of *J. S* and to continue until *Michaelmas*, which ſhall be *Anno Domini* 1650, this is a good leaſe. *Plow.* 525 and in 17 *Jac. B. R.* agreed.

If a man has a leaſe of land for an hundred years, and he makes a leaſe of this land to another, to have and to hold to him for forty years, to begin after his death; this is a good leaſe for the whole forty years, if there ſhall be ſo many of the hundred years to come at the time of the death of the leſſor. But if the leſſor grants the land to another, to have and to hold to him for and during all the reſidue of the term of

an

an hundred years that ſhall be to come at the time of the death of the grantor; this is void for incertainty. And yet if in this caſe he grants withal, *all his eſtate*, or *all his term*, or *all his intereſt in the premiſſes of the deed*, and then ſays, *to have and to hold the land*, &c. *to the grantee for all the reſidue of the term of an hundred years that ſhall be to come at the time of his death*; by this the whole eſtate and intereſt of the grantor into the land paſſes preſently by theſe words in the premiſſes of the deed. And if in this caſe the leſſee for a hundred years makes a leaſe of the land, to have and to hold after his death for a hundred years; this will be a good leaſe for as many of the firſt hundred years as ſhall be to come at the time of his death. *Lit* § 437. *Bro. Grant.* 154. *Co.* 155. *Plow.* 520, 521.

If a man makes a leaſe for twenty-one years, if *J. S.* lives ſo long, or if the coverture between *J. S.* and *D. S.* ſhall ſo long continue, or if *J. S.* ſhall continue to be a parſon of *Dale* ſo long; theſe and ſuch like leaſes are good. But if *A.* makes a leaſe to *B.* for ſo many years as *A.* and *B.* or either of them, ſhall live, not naming any certain number of years; this cannot be a good leaſe for years. So if the parſon of *Dale* makes a leaſe of his glebe for ſo many years as he ſhall be parſon there; this is not certain, neither can it be made ſo by any means. And yet if a parſon ſhall make a leaſe from three years to three years, ſo long as he ſhall be parſon; this is a good leaſe for ſix years, if he continues parſon ſo long, and for the reſidue void for incertainty. So if I make another leaſe of land until he be promoted to a benefice; this is no good leaſe for years, but void for incertainty. *Co. Lit.* 45. *Plow.* 27.

If I have a rent-charge of twenty pounds *per annum*, and let it to another until he has levied a hundred pounds; this is a good leaſe for five years. But if I have a piece of land of the value of twenty pounds *per annum*, and I make a leaſe of it to another until he ſhall levy out of the profits thereof a hundred pounds; this is no good leaſe for years. but void for incertainty. 6 *Co.* 35. 14 *H.* 8. 10. *Plow.* 274.

If *A.* makes a leaſe to *B.* for ninety-nine years, to begin after the death of *A.* on condition to be avoided upon the doing of divers acts by others; and after makes another leaſe of the land, *habendum* after the determination or redemption of the former leaſe; this is a good leaſe, and certain enough. *Per Juſtice* Bridgman.

If *A.* makes a leaſe of land to *B. for ſo many years as* B. *has in the manor of* Dale, and *B.* has then a leaſe for ten years of the manor of *Dale*; this is a good leaſe for ten years. But if a *A.* makes a leaſe of land *until* B. *upon an execution ſhall be ſatisfied the duty for which the execution is ſued*; this leaſe is void for incertainty. And if a leaſe be made during the minority of *J. S.* or until *J. S.* ſhall come to the age of twenty-one years; theſe are good leaſes; and if *J. S.* dies before he comes to his full age, the leaſe is ended. But if a leaſe be made to another until a child that now is in its mother's belly ſhall come to the age of twenty-one years; this leaſe is not good. And if a leaſe be made for ſo many years as *J. S.* ſhall name; in this caſe if *J. S.* names a certain number of years in the life-time of the party leſſor, this is a good leaſe. But if a leaſe be made for ſo many years as the executor of the leſſor or leſſee ſhall name; this leaſe is void. *Plow.* 273, 522, 523. *F. N. B.* 6 *N.* 14 *H.* 8. 11. 6 *Co.* 35.

But

But here obſerve, that in all theſe caſes of incertain leaſes made with ſuch limitations as aforeſaid, as until ſuch a thing be done, or ſo long as ſuch a thing continues, &c. that if livery of ſeiſin be made upon them, they may be good leaſes for life, determinable on theſe contingents although they be no good leaſes for years. *Plow.* 27. 6 *Co.* 35.

And in ſome ſpecial caſes a leaſe may be good notwithſtanding ſome uncertainty in the continuance of it; for a leaſe may ceaſe for a time, and revive again: as if tenant in tail makes a leaſe for years, reſerving twenty ſhillings, and after takes a wife and dies without iſſue; in this caſe as to him in reverſion the leaſe is merely void; but if he endows the wife of the tenant in tail of the land, as to the wife, it is revived again. So if tenant in tail makes a leaſe for life or years rendering rent, and dies without iſſue, his wife enſeint with a ſon, and he in reverſion enters; in this caſe as againſt him the leaſe is void; but after the ſon is born, the leaſe is good again if it be within the ſtatute. So if tenant in ſimple takes a wife, and then makes a leaſe for years, and dies; the wife is endowed; in this caſe he ſhall avoid the leaſe, but after her death the leaſe ſhall be in force again. *Co. Lit.* 46. 10 *E.* 3. 26.

Anciently there were no leaſes for years but what were for ſhort terms, which were little regarded; this was the reaſon why if a real action was brought againſt the perſon who had the freehold, and a recovery was thereupon had, though by covin, yet the leſſee for years, whoſe eſtate was precedent to the freehold, was bound by this recovery, and could not falſify the ſtatute 21 *H.* 8. *c.* 15. and therefore the leaſes for years uſually made being but ſhort, a life was preſumed to have a longer continuance than any term; and therefore a deviſe of ſuch a term after a life was void. *Will.* 574, 575.

A. poſſeſſed for a long term for years, made a leaſe to *B.* for five years, and covenanted for himſelf and his executors to renew the leaſe at the ſame rent, and on the ſame covenants, upon the requeſt of *B.* within the term; *B.* died within the term, having laid out a conſiderable ſum in improvements, and the executors within the term requeſted *A.* the leſſor to make a new leaſe for fifty years, at the old rent. Lord Chancellor decreed leſſor to renew, but not for ſo long as was requeſted, but for twenty-one years, that being the uſual term for leaſing. 2 *Vern.* 196.

(L) *Of Forfeiture by Leſſees.*

WHERE a man makes a leaſe for life or years, upon a condition of re-entry for a forfeiture, or that the leaſe ſhall be void if the leſſee aſſigns or aliens it without licence; and afterwards the leſſee aſſigns it without licence, this is a forfeiture; and ſuch a forfeiture againſt which this court cannot relieve, becauſe it is unknown what ſhall be the meaſure of the damages; for the court never relieves but in ſuch caſes where it can give ſome compenſation in damages, and where there is ſome rule to be the meaſure of ſuch damages, to avoid being arbitrary. 8, 9 *Mod.* 113.

Where

(M) *Where a Leaſe for Life or Years ſhall be void* ipſo facto *by the Death of the Leſſor, or by other Means, or not, but voidable by Entry, &c. and how.*

LEASES for lives or years of three natures: ſome are *good in law*, ſome *avoidable by entry*, and ſome *void without entry*.

Of ſuch as are *good in law*, ſome are good at the *common law*; as leaſes made by tenant in fee-ſimple, notwithſtanding they be for longer time than three lives or twenty one years; ſome by *act of parliament*, as leaſes made by tenant in tail, leaſes made by a biſhop ſeiſed in fee in the right of his church alone without the chapter, leaſes made by a man ſeiſed in fee-ſimple or fee tail of land in the right of his wife, together with his wife, for twenty-one years or three lives, according to the ſtatutes.

And of ſuch leaſes as are *void alſo*, ſome are void at the *common law*, and that ſometimes *in præſenti*, as in the caſes before of leaſes for years that have no certainty in them, or leaſes for lives made without livery of ſeiſin, and the like. And ſome are void *in futuro*; as if a tenant in tail makes a leaſe for years, warranted or not warranted by the ſtatute, and after dies without iſſue; this leaſe is void as to him in reverſion or remainder: *Ceſſante ſtatu primitivo ceſſat derivativus.* So if a prebend, parſon or vicar, makes a leaſe for years not warranted by the ſtatutes; this is void by the death of the leſſor, and the ſucceſſor needs not make any *entry* or *claim* to avoid it. So if a tenant for life makes a leaſe for years, and after dies; in this caſe the leaſe for years is void; and therefore in all theſe and ſuch like caſes no acceptance of rent will affirm ſuch leaſes. But otherwiſe it is in caſes of leaſes for years made by biſhops, although they be confirmed by dean and chapter; and of leaſes made by deans and chapters, or tenant in tail, as to their ſucceſſors and iſſues, when the leaſes are not warranted by the ſtatutes: and otherwiſe it is alſo in the caſes of leaſes for life made by theſe or any of the former leſſors; for in all caſes of leaſes for life it muſt be avoided by entry, *&c.* and therefore ſuch leaſes are not void but voidable, *viz.* the leaſes of biſhops and deans after their death by their ſucceſſors, by the ſtatute law; and the leaſes of tenants in tail by their iſſues after their death by the common law. And in theſe and ſuch like caſes the acceptance of the rent by the iſſue or ſucceſſor will make good the leaſe at leaſt for their time. *Co. Lit.* 45. 3 *Co.* 59. 65. 7 *Co.* 8.

If a leaſe be made for years, on condition that upon ſuch a contingent it ſhall be void; in this caſe ſo ſoon as the thing happens the leaſe is void *ipſo facto* without any re-entry, *&c.* But if a leaſe for life be made on ſuch a condition; in this caſe the leſſor muſt enter, *&c.* before the leaſe will be void. 3 *Co.* 65.

What

(N) *What ſhall be ſaid a good Leaſe at Will, or not.*

If one makes a leaſe to another during the will and pleaſure of him that lets, or him that takes, or both, (for ſo in effect is every leaſe at will) this is a good leaſe at will. So if one makes a feoffment in fee, leaſe for life, &c. and does not make livery of ſeiſin, and ſo perfect eſtate, the feoffee or leſſee has only an eſtate at will.

But if a bargain and ſale be made of land, and the ſame is void, or corporation grants land, and the land is void; by this there is no leaſe at will made. 14 *H.* 8. 12. *Co. Lit.* 55, 56. 270.

(O) *Of Repairs, &c. by Leſſees.*

A Leaſe was made for a long term of years, and in the leaſe there was a covenant that the leſſee ſhould repair; the leſſee makes an under-leaſe to *J. S.* who is in poſſeſſion; the under leſſee is not bound by this covenant in equity, there being no aſſignment of the term; but the proper remedy is againſt the firſt leſſee and his executors, &c. If a man makes a leaſe rendering rent, and the leſſee aſſigns to an infant perſon, the leſſee in equity ſhall be liable to pay the rent, *Vern.* 87, 88.

If a leſſee for a long term of years covenants to lay out 200 *l.* on the premiſes within the firſt ten years, and lays out but 30 *l.* after thirty years of the leaſe are expired, the leſſor brings an action of covenant, and recovers 150 *l* damages; equity will neither relieve againſt the damage, nor decree the money to be now laid out in improvements; for *per* lord chancellor, though the damage ſeems exceſſive, yet the jury were proper judges; and to decree it to be laid out now the leaſe is almoſt expired, is not proper; for it is probable the leſſee would not be ſo careful in laying it out in laſting improvements, as he would be were it laid out at firſt. 1 *Vern.* 317.

The plaintiff let a farm to the defendant by leaſe at an annual rent, and the defendant covenanted, among other things, not to plough any of the paſture land; and if he did plough up any part of it, that he would pay after the rate of twenty ſhillings *per* acre *per annum*: but the defendant ploughing up ſome of the paſture, an injunction was prayed for. The court would not grant any injunction, and declared, that the defendant was plaintiff to be relieved againſt paying twenty ſhillings an acre for ploughing, they would not relieve him. 2 *Vern.* 389.

Long

Long building leaſes of infants' eſtates, where for their benefit, have been often decreed by the court of chancery. *Ibid.* 225. (*a*)

(P) *Of Waſte committed by Leaſes.*

A Leſſee for years without impeachment of waſte, remainder to the biſhop of *London*, upon a bill brought by the biſhop, was injoined from digging the ground for brick. *Will.* 527.

Leſſee for years, without waſte, cannot pull down an houſe, or the trees that are a defence or ornament to the houſe, but may open mines. *Will.* 528.

PRECEDENTS OF Leaſes.

A ſhort Leaſe by way of Memorandum.

MEMORANDUM, that *K. D.* eſq; *leaſed* to *R. S.* the meſſuage or tenement in *W.* ſtreet, in the pariſh of *M.* in the county of *M.* in which the ſaid *K. D.* lately dwelt, *to hold* for one whole year from *Midſummer* next enſuing, and ſo from year to year; *yielding and paying* yearly and every year unto the ſaid *K. D.* 24 *l.* at the four moſt uſual feaſts in the year, *viz. Michaelmas, Chriſtmas, Lady-day* and *Midſummer*, by even and equal portions; *And* the ſaid *K. D.* did agree to repair the premiſſes, other than the glaſs windows thereof, and pales before the door; *And* the ſaid *R. S.* did agree to repair the ſaid glaſs windows, during the term; *And* the ſaid *K. D.* did agree, that *R. S.* might retain the firſt quarter's rent, laying it out in painting

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(*a*) For further learning relative to leaſes, which is a very important and diffuſive ſubject, *vid Bacon Abr. tit. Leaſes and terms for years*; where this ſubject is treated in a perſpicuous and maſterly manner.

the outſide of the ſaid houſe, and the overplus (if any) otherwiſe in and about the ſaid houſe; *And further*, the ſaid *R. S.* may enter at any time before *Midſummer*, provided that if either of the ſaid parties, their executors or adminiſtrators, ſhall be minded to determine the ſaid leaſe, and thereof leave and give notice in writing to the other, his executors or adminiſtrators, one quarter of a year before the end of any the year, then from the end of the ſame year this leaſe ſhall determine and be void. *In Witneſs*, &c.

A Leaſe of a Meſſuage, &c. *for a Term of Years.*

THIS Indenture, made, &c. *Between N. L.* of, &c. of the one part, and *W. S.* of *London*, merchant, of the other part, *Witneſſeth*, that the ſaid *N. L.* as well for and in conſideration of *the ſum of fifty pounds of lawful*, &c. *to him in hand paid by the ſaid* W. S. *as a fine or premium, the receipt whereof he doth hereby acknowledge, and thereof doth releaſe and diſcharge the ſaid* W. S. *his heirs, executors and adminiſtrators, by theſe preſents, as alſo of* the rents, covenants and agreements hereinafter reſerved and contained on the part and behalf of the ſaid *W. S.* his executors, adminiſtrators and aſſigns, to be paid, kept and performed, *Hath* demiſed, granted, and to farm let, and by theſe preſents *Doth* demiſe, grant, and to farm let, unto the ſaid *W. S. All* that meſſuage or tenement, &c. with their and every of their appurtenances, ſituate, lying and being, &c. late in the tenure or occupation of, &c. and now in the tenure or occupation of him the ſaid *W. S.* adjoining *Eaſtward*, &c. together with all ways, paſſages, waters, water-courſes, rights, eaſements, privileges and appurtenances whatſoever, to the ſame premiſſes belonging or in any wiſe appertaining; *To have and to hold* the ſaid meſſuage or tenement, and all and ſingular other the premiſſes hereinbefore mentioned or intended to be hereby demiſed, with their and every of their appurtenances, unto the ſaid *W. S.* his executors, adminiſtrators and aſſigns, from the feaſt day of, &c. now laſt paſt, for and during and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year during the ſaid term unto the ſaid *N. L.* his heirs and aſſigns, the yearly rent or ſum of, &c. of lawful, at or on the four moſt uſual feaſt-days or times of payment in the year; (that is to ſay) the feaſt-days of, &c. *And* the ſaid *W. S.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *N. L.* his heirs and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) that he the ſaid *W. S.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter, well and truly pay or cauſe to be paid unto the ſaid *N. S.* his heirs or aſſigns, the ſaid yearly rent or ſum of, &c. of lawful, &c. at the days or times hereinbefore mentioned or appointed for payment thereof, by even and equal portions as aforeſaid: *And* that he the ſaid *W. S.* his executors, adminiſtrators and aſſigns, ſhall and will from time to time, and at all times

Conſideration.

Covenant of demiſe

Premiſſes.

Habendum for a term of years.

Reddendum of a certain rent, payable quarterly.

Covenant for payment of the rents.

Covenant that the leſſee ſhall repair, &c.

times hereafter during the ſaid term, at his and their own proper coſts and charges, well and ſufficiently repair, ſupport, uphold, ſuſtain, maintain, pave, purge, ſcour, clean, amend and keep the ſaid meſſuage or tenement, and all and ſingular other the premiſſes hereby granted, with their and every of their appurtenances, by and with all and all manner of needful and neceſſary reparations and amendments, when, where, and as often as need or occaſion ſhall be or require: *And* the ſame premiſſes and every part thereof, with the appurtenances, ſo being well and ſufficiently repaired, ſupported, upheld, ſuſtained, maintained, paved, purged, ſcoured, cleanſed, amended and kept, together with the ſeveral goods and other things in, &c. hereunto annexed, in as good plight and condition as the ſame now are, reaſonable uſe and wearing thereof in the mean time only excepted, at the end of the ſaid term, or other ſooner determination of this preſent leaſe, which ſhall firſt happen, ſhall and will peaceably and quietly leave, ſurrender, and yield up unto the ſaid *N. L.* his heirs or aſſigns, without contradiction in any wiſe: *And alſo* that it ſhall and may be lawful to and for the ſaid *N. L.* his heirs and aſſigns, or any of them, with workmen or others, or without, twice or oftener in every year, yearly, during the ſaid term, at his or their wills or pleaſures, at ſeaſonable times, in the day time, to enter and come into and upon the ſaid demiſed premiſſes, or any part thereof, there to view, ſearch, and ſee the ſtate and condition of the reparations thereof, and to give or leave notice or warning in writing, at the ſame demiſed premiſſes, to or for the ſaid *W. S.* his executors, adminiſtrators or aſſigns, for the repairing and amending of all ſuch defects, decays and wants of reparations, as upon any ſuch view or views ſhall be found needful to be repaired and amended within, &c. next after ſuch notice or warning; *Within* which ſaid time of, &c. next after every or any ſuch notice or warning, he the ſaid *W. S.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *N. L.* his heirs and aſſigns, by theſe preſents, well and ſufficiently to repair and amend the ſame defects, decays and wants of reparations accordingly: *Provided always*, that if it ſhall happen the ſaid yearly rent or ſum of, &c. ſhall be behind or unpaid, in part or in all, by the ſpace of, &c. next over or after any of the ſaid feaſts, or days of payment thereof before mentioned, *(being lawfully demanded) or if the reparations of all and ſingular the ſaid demiſed premiſſes, ſhall not from time to time, during the ſaid term, be well and ſufficiently made and done within three months after every notice or warning given, or left for doing thereof as aforeſaid, that then and in every or any of the ſaid caſes* it ſhall and may be lawful to and for the ſaid *N. L.* his heirs and aſſigns, or any of them, into the ſaid demiſed premiſſes, with the appurtenances, and into every part thereof, in the name of the whole, wholly to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in his or their firſt or former eſtate, and the ſaid *W. S.* his executors, adminiſtrators and aſſigns, and all other the occupiers and poſſeſſors of the ſaid demiſed premiſſes or any part thereof, thereout, and from thence utterly to expel, put out and amove, this indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding: *And* the ſaid *N. L.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and agree, to and with the ſaid *W. S.* his executors, adminiſtrators and aſſigns, and to and with every of them,

Covenant to leave the premiſſes in good repair at the end of the term.

Covenant that the leſſor, &c. may come upon the premiſſes to view the repairs, and give notice of what is in decay;

and that the leſſee ſhall repair within, &c. after ſuch notice.

Covenant for re-entry in caſe the rent be not paid, or the premiſſes not repaired after notice aforeſaid.

Covenant that in caſe the rent be paid, and the condition, &c. performed, the

them, by theſe preſents, in manner and form following, (that is to ſay) he the ſaid *W. S.* his executors, adminiſtrators and aſſigns, pay the ſaid yearly rent of, *&c.* in manner and form aforeſaid, and alſo ming, performing, fulfilling and keeping all and ſingular the cove ts, articles, clauſes, proviſoes, conditions and agreements herein e contained, which on his or their parts are or ought to be ob d, performed, fulfilled and kept, according to the true intent and ing of theſe preſents, ſhall or may lawfully, peaceably and quietly hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage or tene , and all other the ſaid hereby demiſed premiſes, with the appur ces, for and during the ſaid term of, *&c.* hereby granted, without lawful let, ſuit, trouble, denial, eviction, moleſtation or hindrance by the ſaid *N. L.* his heirs or aſſigns, or of or by any perſon or ns whatſoever, lawfully claiming or to claim by or from or under them or any of them, or by or through his, their, or any of their means, conſent, neglect, default or procurement*: *And alſo* he the ſaid *N. L.* his heirs, executors, adminiſtrators and aſſigns, and will from time to time, and at all times well and ſufficiently defend, keep harmleſs and indemnified the ſaid *W. S.* his execu adminiſtrators and aſſigns, and his and their goods and chattels, ons, and againſt the rent or rents reſerved, due or payable for aforementioned piece or parcel of ground, lying, *&c* hereby de d, which ſaid piece of ground the ſaid *N. L.* holdeth by leaſe *&c.* for a longer term of years than is hereby granted, and of, and againſt all actions, ſuits, diſtreſſes, re entries, troubles and ges which ſhall or may ariſe or happen for or by reaſon of the rent or rents in any wiſe howſoever. *And laſtly*, that if the ſaid his heirs or aſſigns, ſhall at any time within the ſpace of, *&c.* by granted hereof, be minded or deſirous to purchaſe the ſaid demiſed premiſes, being all (excepting the afore-mentioned piece ground) copyhold of inheritance, and holden of his manor of, and now veſted in the ſaid *N. L.* in fee according to the cuſtom aforeſaid manor, at or for the rate or ſum of, *&c.* of lawful, *&c.* give notice of ſuch his or their mind or deſire in writing to the *N. L.* his heirs or aſſigns, at any time before the expiration of one th next after the firſt nine years of the ſaid term, he the ſaid *N. L.* heirs and aſſigns, ſhall and will at any time after ſuch notice, upon reſt to him or them made for that purpoſe, by the ſaid *W. S.* his heirs ſigns during the ſaid term, upon payment or tender of the ſum of, in the form of law, and according to the cuſtom of the ſaid manor, render the ſaid meſſuage or tenement, and garden, and all and ſingu other the premiſes hereby demiſed, with their appurtenances (except the ſaid piece of leaſehold ground), and all his and their eſtate and eſt therein, *To* the uſe and behoof of the ſaid *W. S.* his heirs and for ever, freed and diſcharged of and from all and all manner of ms and other ſurrenders, titles, troubles, charges and incumbrances

leſſee ſhall enjoy the premiſſes during the term without any interruption, *&c.*

Covenant to ſave harmleſs againſt rents reſerved in a leaſe of part of the premiſſes made for a longer term of years.

Covenant that the leſſee ſhall ſurrender the premiſſes to the leſſor if he deſire to purchaſe the ſame, at any time within a month after the expiration of the firſt nine years.

To the uſe of the leſſor and his heirs for ever.

* ſe are common and uſual covenants; the reſt which follow are ſpecial and others may be added to anſwer the minds of the parties.

whatſoever, then or at any time theretofore had, made, committed, done, or wittingly or willingly ſuffered, by him the ſaid *N. L.* or any perſons lawfully claiming or to claim, by, from or under, or in truſt for him: *And* that he the ſaid *N. L.* his executors, adminiſtrators and aſſigns, ſhall and will at the ſame time, for the conſiderations aforeſaid, in due form of law, aſſign and transfer to the ſaid *W. S.* his executors, adminiſtrators and aſſigns, the aforeſaid piece of ground, together with the indenture of leaſe by which the ſame ſhall be then held, and all his and their right, title, and demand thereunto, for all the reſidue of the term of years which ſhall be then to come in ſuch leaſe, freed and diſcharged from all ſuch former and other titles, troubles, charges and incumbrances as aforeſaid. *In Witneſs*, &c.

Other Covenants which may be neceſſary in a Leaſe of a Houſe.

A Covenant that the Tenant ſhall lay out, &c. *in Repairs.*

——— *And* the ſaid *A. B.* in conſideration of theſe preſents, and the covenants and agreements herein contained, *Doth* covenant, promiſe and agree, to and with the ſaid *C. D.* his heirs and aſſigns, that he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will within —— months next after the date hereof, lay out and expend the ſum of ——— in repairing, amending, adorning and beautifying the ſaid meſſuage or tenement hereby demiſed: *or* ſhall and will, at his own proper coſts and charges, well and ſufficiently put the ſaid meſſuage or tenement hereby demiſed in a good, ſufficient, ſubſtantial and tenantable repair, and particularly ſhall and will———*The particulars agreed on.*

A Covenant that Leſſee may take down and carry away ſuch and ſuch Things at the End of the Term, unleſs Leſſor will pay for them.

—— *And* the ſaid *C. D.* for himſelf, his heirs and aſſigns, *Doth* covenant, promiſe and agree to and with the ſaid *A. B.* his executors, adminiſtrators and aſſigns, by theſe preſents that it ſhall and may be lawful to and for the ſaid *A. B.* his executors, adminiſtrators and aſſigns, or any of them, at the end of the ſaid —— years, or other ſooner determination of theſe preſents, to take down and carry away *ſuch and ſuch things*, or all ſuch things, erections, buildings, furnitures, and ornaments, as he or they ſhall, during the ſaid term, have fixed, erected, and ſet up, in, about or upon the ſaid premiſſes, doing as little damage to the ſaid meſſuage or tenement as he poſſibly can, unleſs the ſaid *C. D.*

his

his heirs or aſſigns, be willing to have and keep the ſame, and thereof ſhall give notice to the ſaid *A. B.* and ſhall and do pay or cauſe to be paid unto the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſo much money for the ſame as they ſhall be reaſonably valued at by two different perſons, the one to be choſen by the ſaid *A. B.* his executors, adminiſtrators or aſſigns, and the other by the ſaid *C. D.* his heirs or aſſigns.

That Leſſee may deduct the Charges of Repairs out of his Rent.

— *And alſo*, that it ſhall and may be lawful to and for the ſaid *A.* his executors, adminiſtrators and aſſigns, to retain, deduct, and keep out of every year's rent, agreed to be paid to the ſaid *C. D.* his heirs or aſſigns, as aforeſaid, all and ſo much money as he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall from time to time, during the ſaid term, have paid for the king's tax and other tax, and taxes agreed to be paid by the ſaid *C. D.* his heirs and aſſigns; *And alſo* for all repairs, amendments and additions, by him made or done, or cauſed to be made and done, in and about the premiſſes, by and with the conſent or direction of the ſaid *C. D.* his heirs or aſſigns, or without, that ſuch money be laid out and expended in repairing and ſupporting the ſaid premiſſes, or ſome part thereof.

That Leſſee ſhall not aſſign his Leaſe, or let the Premiſſes to any Perſon without Licence, nor alter the Poſition of the Premiſſes.

— *And* the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, *Doth* further covenant, promiſe and agree to and with the ſaid *C. D.* his heirs and aſſigns, that he the ſaid *A. B.* his executors or adminiſtrators, ſhall not, nor will at any time or times hereafter, during the continuance of this demiſe, aſſign or ſet over this preſent indenture of leaſe, or leaſe, ſet, or let, the ſaid premiſſes hereby demiſed, or any part thereof, for all or any part of the term hereby granted, to any perſon or perſons whomſoever *(uſing or exerciſing the trade or buſineſs of victualler, butcher,* &c.) nor ſhall nor will make or do, or cauſe to be made or done, any addition, diminution, or alteration whatſoever, in or about the meſſuage or tenement hereby demiſed, without licence and conſent of the ſaid *C. D.* his heirs or aſſigns in writing firſt had and obtained, for all and every the purpoſes aforeſaid.

Add here the proper covenant and obſerve on the caſe *Roe* et *Harriſon, Rep. Eaſter Term* 1788, and caſes there referred to.

N. B. *'Tis beſt to make this or the like covenant, part of the proviſo for making the leaſe void, otherwiſe, only an action will lie on the covenant.*

That

That Leſſee, if deſirous, may leave the Premiſſes within the Term.

—— *And laſtly*, it is hereby covenanted and agreed by and between the ſaid parties hereto, and it is the true intent and meaning of theſe preſents, that if the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall be minded and deſirous to leave, yield and give up the ſaid premiſſes hereby demiſed, at the end of five years, or ſeven years next after the commencement of this preſent demiſe or leaſe, and ſhall leave or give ſix months notice of ſuch his mind and deſire in writing, under his or their hands, unto or for the ſaid *C. D.* his heirs or aſſigns, immediately preceding either of the ſaid terms of five years or ſeven years, that then and immediately after the expiration of either of the ſaid terms of five or ſeven years, this preſent indenture, and the term and eſtate hereby granted ſhall ceaſe, determine and be utterly void, any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

A Demiſe of a Meſſuage, &c. for a Term of Years.

Agreement for leaſe what reaſonable time to elect. *Doe* v. *Smith*, report in *Eaſter Term*, 437.

THIS *Indenture*, made, *&c. Between W. S.* of, *&c.* gent. and *F.* his wife, on the one part, and *J. P.* citizen and cordwainer of *London*, on the other part, *Witneſſeth*, that the ſaid *W. S.* and *F.* his wife, for and in conſideration of the rents, covenants and agreements herein after reſerved and mentioned on the part and behalf of the ſaid *J. P.* his executors, adminiſtrators and aſſigns, to be paid, kept and performed, and for other good cauſes and conſiderations them thereunto moving, *Have* demiſed, leaſed and to farm letten, and by theſe preſents do demiſe, leaſe and to farm let, unto the ſaid *J. P.* *All* that meſſuage or tenement, with the appurtenances ſituate, lying and being, *&c. Except*, and always out of this preſent demiſe reſerved unto and for the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, and the inhabitants of the ſaid meſſuage or tenement in the tenure of, *&c.* for the time being, the water-courſe or paſſage for water, made under or through the ſhop of the ſaid hereby demiſed meſſuage for conveyance of water from the yard or back part of the ſaid meſſuage in the tenure of the ſaid *W. B.* into, *&c. And* free liberty of ingreſs, egreſs and regreſs, into, upon or over the ſaid hereby demiſed meſſuage, for him the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators, tenants, workmen and aſſigns, at all times convenient, during the term hereby granted, to cleanſe, repair and amend the ſame water courſe; *To have and to hold* the ſaid meſſuage or tenement, and all and ſingular other the premiſſes, with the appurtenances, above by theſe preſents demiſed, or meant, mentioned or intended to be demiſed (except

The conſideration of rents, *&c.* Covenant of demiſe. Excepting a water courſe.

And free ingreſs, *&c.* to repair the ſame.

Habendum for a term of years.

(except before excepted) unto the ſaid *J. P.* his executors, adminiſtrators and aſſigns, from the feaſt-day of the birth of our *Lord Chriſt* now laſt paſt, for and during, and unto the full end and term of *&c. Yielding and paying* therefore yearly and every year, during the ſaid term, unto the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, the yearly rent or ſum of, *&c.* of lawful, *&c.* at the four uſual feaſts or terms of payment in the year, (that is to ſay) at the of the, *&c.* by even and equal portions. *And* the ſaid *J. P.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, by theſe preſents in manner and form following, (that is to ſay) that he the ſaid *J. P.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter during the ſaid term of years, well and truly pay or cauſe to be paid unto the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators or aſſigns, the ſaid yearly rent or ſum of, *&c.* in ſuch manner and form as the ſame is herein before reſerved and made payable; *And alſo*, that he the ſaid *J. P.* his executors, adminiſtrators and aſſigns, at his, their or ſome of their own proper coſts and charges, ſhall and will well and ſufficiently repair, ſupport, ſuſtain, pave, cleanſe, and and maintain the ſaid meſſuage or tenement hereby demiſed, and the ſame ſinks, pavements, privies and wydraughts thereunto belonging, in, and with all and all manner of needful and neceſſary reparations and amendments whatſoever, from time to time, when and as often as need ſhall require during the term aforeſaid, and at the end of the ſaid term, or other ſooner determination of this preſent leaſe (which firſt ſhall happen) ſhall and will leave, ſurrender and yield up the ſaid meſſuage, tenement, and premiſſes hereby demiſed, with their appurtenances, unto the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, well and ſufficiently repaired, ſupported, ſuſtained, paved, cleanſed and amended as aforeſaid, together with all ſuch locks, doors, keys, bolts, glaſs and glazed windows, wainſcots, partitions and ſuch other, which now are or hereafter ſhall be ſet up and fixed within or upon the premiſſes, or any part thereof (and ſhall not be removeable by the cuſtom of the city of *London*) whole, ſafe and undefaced: *And alſo*, that he the ſaid *J. P.* his executors, adminiſtrators and aſſigns, ſhall and will quietly permit and ſuffer, and it ſhall and may be lawful to and for the grand landlord or landlords of the ſaid demiſed premiſſes for the time being, and alſo for the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, and every or any of them, with ſuch workmen and others as he, ſhe, they or any of them ſhall think fit, or neceſſary, at all times convenient in the day-time during the ſaid term, to enter or come into or upon the ſaid hereby demiſed premiſſes, and into every or any part thereof, there to view, ſearch and ſee whether the ſame, and every part thereof, be in good and ſufficient repair or not; and of the default, decays and want of reparations ſo then or there found, to give or leave notice or warning in writing, at or in the ſaid hereby demiſed meſſuage, to or for the ſaid *J. P.* his executors, adminiſtrators and aſſigns, to repair and amend the ſame within the ſpace of, *&c.* then next following; *Within* which ſaid ſpace of, *&c.* the ſaid *J. P.* doth hereby for himſelf, his executors, adminiſtrators and aſſigns further covenant and promiſe, to and with the ſaid *W. S.* and *F.* his wife,

Reddendum a certain rent payable quarterly.

Covenant for payment of rent.

Covenant to repair the premiſſes and leave them in good repair at the end of the term together with all locks, *&c.*

Covenant that the leſſor may view the premiſſes, *&c.*

And to give notice in writing of the want of repairs.

wife, their executors, adminiſtrators and aſſigns, well and ſufficiently to repair and amend the ſame accordingly: *Provided always*, that if it ſhall happen the ſaid yearly rent or ſum of, *&c.* before by theſe preſents reſerved, ſhall be behind and unpaid, in part or in all, by the ſpace of, *&c.* next after any of the ſaid feaſt days on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) or if the reparations of the ſaid demiſed premiſſes ſhall not be made and done, from time to time, within, *&c.* next after notice or warning given or left for the doing thereof as aforeſaid, according to the true intent and meaning of theſe preſents, *That then* and from thenceforth, and at all times after, in either of the ſaid caſes, it ſhall and may be lawful to and for the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, or any of them, into the ſaid hereby demiſed premiſſes, and into every or any part thereof, in the name of the whole, wholly to re-enter, and the ſame as in his or their former eſtate to repoſſeſs and have again; and the ſaid *J. P.* his executors, adminiſtrators and aſſigns, and all others, thereout and from thence utterly to expel, put out and amove; this indenture or any thing herein contained to the contrary thereof in any wiſe notwithſtanding: *And* the ſaid *W. S.* for himſelf, and the ſaid *F.* his wife, their executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *J. P.* his executors, adminiſtrators and aſſigns, by theſe preſents, *That* he the ſaid *J. P.* his executors, adminiſtrators and aſſigns, well and truly obſerving, performing, paying, fulfilling and keeping all and ſingular the covenants, grants, articles, payments and agreements herein contained, on his or their parts to be paid, kept and performed, ſhall or lawfully may, during the ſaid term hereby granted, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid demiſed premiſſes, with the appurtenances, without any lawful let, ſuit, trouble, expulſion, eviction or interruption of or by the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators or aſſigns, or any of them, or of or by any other perſon or perſons by his, her or their act, means, title, conſent, default, neglect or procurement; and that clearly diſcharged of and from the yearly rent, payable by the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators and aſſigns, to the head landlord or landlords of the ſaid premiſſes for the time being, (for the ſame premiſſes, with other things held by the ſaid *W. S.* and *F.* his wife, for a longer term than is hereby granted) and of and from all actions, ſuits, coſts, expences and damages whatſoever, touching or concerning the ſame, or any part thereof; *And laſtly*, it is hereby covenanted, concluded and agreed by and between all the ſaid parties to theſe preſents, for themſelves, their executors, adminiſtrators and aſſigns, in manner and form following: (that is to ſay) that any of the ſaid parties, his, her, or their executors, adminiſtrators or aſſigns, ſhall and may at his or their liberties, wills or pleaſures, faſten or ſet up boards or blinds in ſuch wiſe or manner as may only hinder the proſpect or looking out of the window in the back part of the ſhop of the hereby demiſed meſſuage into the yard of the ſaid other meſſuage in the tenure of the ſaid *W. B.* or out of the ſaid yard into the ſame ſhop, thereby not obſcuring or hindering the light coming in through the ſame window into the ſaid ſhop: *And alſo*, that if the ſaid *W. S.* and *F.* his wife, their executors, adminiſtrators or aſſigns, ſhall at any time, during the term hereby granted, be minded to

Covenant for re-entry, in caſe the rent be not paid, or the premiſſes not repaired.

Covenant for quiet enjoyment, on the leſſee's performing all covenants, *&c.* and that the leſſor ſhall pay the ground rent.

Covenant that any of the parties may ſet up boards to hinder the proſpect of the ſhop into the yard of the other meſſuage.

Covenant that the leſſor may, upon ſix months

take the ſhop now in the poſſeſſion of, &c. (being part of the meſſuage ... notice, take the ſhop into his own hand;
...ement hereby demiſed) into his, her, their or any of their own ...
...e, uſe or poſſeſſion, or otherwiſe to let or diſpoſe thereof, and ſhall ...
...unto the ſaid *J. P.* his executors, adminiſtrators or aſſigns, ſix ...
...hs notice in writing of ſuch his, her, their or any of their intention, ...
...or immediately after the end or expiration of the ſaid ſix months ...
...ll and may be lawful to and for the ſaid *W. S.* and *F.* his wife, ...
... and each of their executors, adminiſtrators or aſſigns, to enter ...
..., hold and enjoy the ſaid ſhop from thenceforth, during all the reſt ...
...reſidue of the ſaid term, which ſhall be then to come and unexpired: ...
...that, from the time of ſuch entry, the ſaid *W. S.* and *F.* his wife, and the leſſee to defalk a certain ſum out of the rent reſerved.
... executors, adminiſtrators and aſſigns, ſhall and will diſcount and ...
..., or otherwiſe it ſhall and may be lawful to and for the ſaid *J. P.* ...
...ecutors, adminiſtrators and aſſigns, or any of them, to defalk and ...
...the ſum of, &c. yearly and every year out of the ſaid rent of, ...
... hereby reſerved, which is to be in full ſatisfaction for the ſaid ſhop; ...
... thing herein before contained to the contrary notwithſtanding, *Witneſs*, &c.

Leaſe of a Farm, let at a Rack-Rent for ſeven Years; with Variety of good Covenants.

THIS *Indenture* made, &c. *Between W. B.* of, &c. of the one part, and *W. W.* of, &c. of the other part, *Witneſſeth*, That ſaid *W. B.* for and in conſideration of the yearly rent and covenants ...in after reſerved and contained, and which on the part and behalf ...he ſaid *W. W.* his executors and adminiſtrators, are and ought to ...paid, kept, done and performed, *Hath* demiſed, granted, and to ...letten, and by theſe preſents *Doth* demiſe, grant and to farm let ...the ſaid *W. W. All* that meſſuage, tenement and farm, commonly ...ed or known by the name of, &c. lying and being in the pariſh of, ...in the ſaid county of, &c. late in the poſſeſſion of, &c. together ...all barns, ſtables, out-houſes, cloſes, grounds, lands, meadows, ...ures, feedings, commons, profits, ways, waters, eaſements and ...rtenances whatſoever to the ſaid meſſuage, tenement and farm be...ging or in any wiſe appertaining; (excepting and always reſerving ...of this preſent demiſe and grant unto the ſaid *W. B.* his heirs and ..., &c. And alſo except all timber-trees, woods and underwoods, ...ſtanding, growing or being, or which at any time during the term ...eby granted ſhall ſtand, grow, or be, in or upon the ſaid demiſed ...miſes, or any part thereof, with liberty to fell, cut down, take and ...y away the ſame); *To have and to hold* the ſaid meſſuage, tenement ...farm, and all and ſingular the ſaid premiſſes hereby demiſed, with ...appurtenances (except before excepted) unto the ſaid *W. W.* his ex...cutors, adminiſtrators and aſſigns, from the feaſt day of the *Annunci*...on of the bleſſed virgin *Mary* next enſuing the date hereof, for and ...ring the term of ſeven years thence next enſuing and following, and

Leaſe of a brewhouſe, Pigot, 290.

Conſideration.

Covenant of demiſe.

Premiſſes.

Exception of timber.

Habendum.

fully

Reddendum of a certain yearly rent.

fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, during the ſaid term hereby granted, unto the ſaid *W. B.* his heirs and aſſigns, the yearly rent of 100 *l.* of lawful money of *Great Britain*, in and upon the nine and twentieth day of *September*, and the five and twentieth day of *March*, by even and equal portions;

Alſo of 5 *l.* over and above for every acre of meadow ploughed up.

And alſo, yielding and paying, and the ſaid *W. W.* for himſelf, his executors, adminiſtrators and aſſigns, *Doth* covenant and grant to and with the ſaid *W. B.* his heirs and aſſigns, to yield and pay in and upon the days and times of payment of the ſaid yearly rent above reſerved, and over and above the ſame rent, according to the rate of five pounds of lawful *Britiſh* money the acre, and ſo proportionably, for every greater or leſſer quantity of the meadow or paſture ground hereby demiſed, which he the ſaid *W. W.* his executors, adminiſtrators or aſſigns, ſhall, at any time during the ſaid term hereby granted, ear, plough, ſpit up, dig or convert to tillage, or cauſe or procure, permit or ſuffer to be eared, ploughed, ſpitted up, digged or converted to tillage; the firſt payment thereof to begin at that day of payment of the ſaid yearly rent above reſerved, which ſhall next happen after any part of the ſaid meadow or paſturage ground ſhall be ſo as aforeſaid eared, ploughed, ſpitted up, digged or converted to tillage: *And* if it ſhall happen the ſaid yearly rent above reſerved, or any part thereof, to be behind and unpaid, in part or in the whole, by the ſpace of eight and twenty days next after either of the ſaid days or times whereon the ſame ſhould or of right ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *W. B.* his heirs and aſſigns, into the ſaid demiſed premiſſes, or into any part thereof, in the name of the whole, to re-enter, and the ſame premiſſes, and every part thereof, to have again, repoſſeſs and enjoy as in his and their firſt and former eſtate, right, title and degree; any thing herein contained to the contrary thereof in any wiſe notwithſtanding:

Rent behind, leſſor to re-enter.

Covenant to pay the rent;

And the ſaid *W. W.* for himſelf, his executors and adminiſtrators, doth covenant and grant to and with the ſaid *W. B.* his heirs and aſſigns, in manner and form following; that is to ſay, That he the ſaid *W. W.* his executors, adminiſtrators or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *W. B.* his heirs or aſſigns, the ſaid yearly rent above reſerved, at the days and times, and in manner and form above expreſſed, according to the purport and true meaning of theſe preſents;

and keep in repair the premiſſes;

And alſo that he the ſaid *W. W.* his executors, adminiſtrators and aſſigns, ſhall and will keep in good and ſufficient repair, during the ſaid term, all the glaſs windows to the dwelling-houſe, and all the walls, gates, ſtiles, bounds and fences belonging to the ſaid demiſed premiſſes, (being allowed timber and frith for the doing thereof by the ſaid *W. B.* his heirs or aſſigns) and ſcour and cleanſe all the ditches and water-courſes on the ſaid premiſſes; and ſhall and will leave the ſame well and ſufficiently repaired, ſcoured and cleanſed at the end of the ſaid term;

and ſpend the dung thereon;

And alſo ſhall and will, in a huſband-like manner, ſpend and employ in and upon the premiſſes, all the hay, ſtraw, fodder, dung, muck and ſoil, which ſhall happen to be made or ariſe there at any time during the ſaid term:

and permit preſent tenant to take his crop, to ſow 20 acres with clover;

And will permit and ſuffer *A. B.* the preſent tenant, to take off his crop of corn at the next harveſt, which ſhall or may be ſown this year on the ſaid demiſed premiſſes; *And alſo*, that he the ſaid *W. W.* his executors, adminiſtrators and aſſigns, ſhall

and

and will ſow twenty acres of the arable land with clover every year during the ſaid term, and leave twenty-five acres of the ſaid land ſufficiently ſown with clover at the end of the ſaid term; *And alſo* ſhall and will leave yearly and every year, during the ſaid term, one half of the ſaid arable land as a ſummer fallow unſown; *And alſo*, that he the ſaid *W. W.* his executors, adminiſtrators and aſſigns, ſhall not nor will mow any part of the down ground during the ſaid term, nor do or commit, or permit or ſuffer to be done or committed, any waſte, ſpoil or deſtruction, in or upon the ſaid premiſſes, or any part thereof; *And further*, that the ſaid *W. W.* ſhall and will from time to time, during the ſaid term, diſcharge and bear the offices of overſeer, churchwarden, conſtable, tithingman, and all ſuch like perſonal offices, wherewith the ſaid premiſſes ſhall be charged, when and as often as they ſhall happen: *And* the ſaid *W. B.* for himſelf, his heirs and aſſigns, doth covenant and grant to and with the ſaid *W. W.* his executors, adminiſtrators and aſſigns, *That* he the ſaid *W. C.* his heirs and aſſigns, ſhall and will, at all times during the ſaid term hereby granted, well and ſufficiently repair, uphold and keep the ſaid meſſuage and other the houſes hereby demiſed (except the glaſs windows thereof) in all needful and neceſſary reparations, when and as often as need ſhall require; *And alſo* ſhall and will, at all times during the ſaid term hereby granted, bear, pay and diſcharge, or abate, deduct and allow out of the ſaid yearly rent hereby reſerved, all taxes, rates and payments whatſoever, wherewith the ſaid premiſſes ſhall or may be charged or chargeable, (window money, and ſuch like taxes as are and ſhall be, at any time during the ſaid term, particularly laid upon tenants by act of parliament, only excepted): *And further*, that he the ſaid *W. B.* his heirs and aſſigns, ſhall and will yearly, during the ſaid term, allow the ſaid *W. W.* his executors, adminiſtrators and aſſigns, 400 faggots, or the value thereof in other wood, for firing, to be had and taken by the aſſignment and appointment of the ſaid *W. B.* his heirs or aſſigns, or his or their bailiff, and not otherwiſe, and to be ſpent on the ſaid premiſſes only, and not elſewhere, and ſufficient plough timber, or elſe in lieu of ſuch plough-timber the ſum of one pound and ten ſhillings in money, at the election of the ſaid *W. B.* his heirs and aſſigns; *And* ſhall and will put the dwelling-houſe and out-houſes, walls, gates and fences, in tenantable repair, on or before *Lady-day* next: *And alſo*, that he the ſaid *W. W.* his executors, adminiſtrators and aſſigns, ſhall and may from time to time, and at all times, during the ſaid term hereby granted, (by and under the yearly rents, covenants and agreements herein contained) peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid premiſſes hereby demiſed, with the appurtenances, (except before excepted) without any let, trouble, hindrance, moleſtation, interruption and denial of him the ſaid *W. B.* his heirs and aſſigns, and of any other perſon or perſons whatſoever, lawfully claiming or to lay claim by, from or under him, them, or any of them; *And* ſhall and may hold and enjoy ſixty acres of the arable land belonging to the ſaid demiſed premiſſes, from the end of the ſaid term hereby granted, till the end of the harveſt then next following, and the barn to threſh out his corn in, for a year after the end of the ſaid term, and houſe room to lodge in, and liberty to fodder his cattle upon the ground called, *&c.* until the third of *May* after the expiration of the ſaid term: *Provided always*,

and leave half the arable fallow; not mow any down or do waſte.

Shall ſerve offices.

The leſſor ſhall keep the meſſuage in repair;

and pay or allow taxes, except, *&c.*

Shall allow leſſee firewood;

and put the premiſſes in repair.

For quiet enjoyment for the term.

And may hold 60 acres of arable land, barn, *&c.* until, *&c.* proviſo the leſſor may take the premiſſes into his own hands, at the end of five years.

always, and it is agreed and declared by and between the ſaid parties to theſe preſents, That if the ſaid *W. B.* his heirs and aſſigns, ſhall be minded and deſirous to take into his or their own hands the poſſeſſion of the ſaid premiſſes, at the end of the firſt five years of the ſaid term hereby granted, and of ſuch his or their mind and deſire, do and ſhall on the 29th day of *September* next, before the end of the ſaid five years, give notice in writing under his or their hands, to the ſaid *W. W.* his executors, adminiſtrators and aſſigns, or leave the ſame for him or them at the meſſuage hereby demiſed, with one of his or their ſervants there; *Then*, and at the end of the firſt five years of the ſaid term, he the ſaid *W. B.* his heirs and aſſigns, may enter into the ſaid demiſed premiſſes, and take poſſeſſion thereof accordingly; any thing herein contained to the contrary thereof in any wiſe notwithſtanding: *Provided alſo*, and it is further agreed and declared by and between the ſaid parties to theſe preſents, That if the ſaid *W. W.* his executors, adminiſtrators and aſſigns, ſhall be minded and deſirous to leave and yield up the ſaid demiſed premiſſes to the ſaid *W. B.* his heirs or aſſigns, at the end of the ſaid term hereby granted, and of ſuch his or their mind and deſire do and ſhall, on the nine and twentieth day of *Sepeember* next before the end of the ſaid five years, give notice in writing under his or their hand or hands, to the ſaid *W. B.* his heirs or aſſigns, or leave the ſame for him or them at the capital meſſuage of the ſaid *W. B.* ſituate in, *&c.* with one of his or their ſervants there, then, and in ſuch caſe, the ſaid term hereby granted ſhall, at the end of the firſt five years, ceaſe and determine; any thing herein contained to the contrary notwithſtanding. *In Witneſs*, &c.

Proviſo the leſſee may yield up, &c. at the end of five years.

A Leaſe of a Meſſuage, Mill, Lands, Meadows, Paſtures, Tithes, and other Things, with ſeveral Exceptions, Habendums, Reſervations of Rents, Proviſoes and Covenants, whereby may be made a ſeveral Leaſe of any of thoſe Things, with ſuch Exceptions, Habendums, Reſervations of Rents, Proviſoes and Covenants, as the Caſe requireth.

THIS *Indenture*, made, *&c. Between J. L.* of *D.* in the county of *S.* clerk, of the one part, and *W. T.* of *H.* in the ſame county, yeoman, of the other part, *Witneſſeth*, that the ſaid *J. L. hath* demiſed, granted, and to farm let, and by theſe preſents *Doth* demiſe, grant and to farm let unto the ſaid *W. T. All that* meſſuage or tenement, with the appurtenances, ſometimes called *B.* late in the occupation of *J. S.* and all out-houſes, barns, ſtables, buildings, curtilages, gardens and orchards thereunto belonging; And alſo all thoſe ſeveral cloſes or parcels of land, meadow and paſture, herein after particularly mentioned, (that is to ſay) All that cloſe of arable land called *T.* cloſe, containing by eſtimation 10 acres, between the highway leading from *A. B.* on the Eaſt, a ditch in the land of *J. B.* on the Weſt, a hedge on the land of *W. B.* on the North, and land in the occupation of *S. C.* South;

Conſideration.
Covenant of demiſe.
Parcels.
Houſe, ſtab'es, gardens, orchards, land, *&c.*

ſouth; and alſo all that cloſe or paſture, containing by eſtimation, &c. between, &c. *(And ſo of other parcels, wherein you may briefly expreſs as before, whether the fence do belong to them or the adjoining lands)* All which ſaid meſſuage, lands and premiſſes, are ſituate and being in the ſaid of *D.* aforeſaid; and alſo all ways, waters, eaſements and appurtenances, to the ſaid meſſuages, lands and premiſſes, or any of them, belonging; *All that* meſſuage or tenement and brewhouſe, late in the occupation of *A. B.* his aſſigns or under-tenants, in or near a ſtreet called *Lane* in the pariſh of St. *Mary A. London*, together with all ſtables, offices, buildings, lights, windows, ways, paſſages, water-courſes, profits, commodities and appurtenances thereunto belonging; and alſo all and ſingular thoſe furnaces, coppers, vats, veſſels and other utenſils, goods and chattels in the ſaid meſſuage, tenement and brewhouſe now being or lately uſed together with the ſame, ſpecified in a ſchedule hereto annexed;——*All that* his water-griſt-mill and mills, (being two griſt-mills under one roof) commonly called or known by the name of mill or mills, with the appurtenances, in the pariſh of, &c. ſome time in the tenure or occupation of *C. D.* or his under-tenants or aſſigns; and all that parcel of ground upon one part whereof the ſaid mills ſtand, containing by eſtimation one acre or thereabouts, be the ſame more or leſs; *And alſo*, all that the ſuit of and to the ſaid mills, as well cuſtomary as conventionary, of all the tenants of the manor of *S.* in the county of *S.* to grind there all the corn and grain of the ſaid tenants, and alſo all and ſingular heads, weirs and mill-ponds, and the ſoil thereof, to the ſaid mill or mills belonging or appertaining; and all banks, banks, ponds, ſtreams, waters, water-courſes, rivers, fiſhings, fiſhing-places, ways, paths, paſſages, eaſements, profits, commodities, advantages, emoluments and appurtenances, to the ſaid mill and mills and other the premiſſes, or any of them, or any part or parcel thereof, belonging or appertaining, or with the ſame now, or at any time heretofore, uſed, occupied or enjoyed;——*All that* meſſuage, with the barns, ſtables, out-houſes, gate-rooms, backſides, orchards and gardens thereunto belonging, and all thoſe ſeveral cloſes and parcels of arable land, meadow and paſture, containing together about 156 acres, to the ſaid meſſuage belonging: All which premiſſes are called *Nutborne Farm*, and were late in the occupation of *T. F.* And alſo, all ways, waters, commons, common of paſture, eaſements and appurtenances to the ſaid meſſuage or farm in any wiſe appertaining; And alſo all tithes of corn, grain and hay, growing, renewing or iſſuing out of all the ſaid demiſed lands and premiſſes.——*The Rectory* of *A.* with the appurtenances, and alſo all tithes, both great and ſmall, to the ſaid rectory belonging, in the ſaid county of *S.* All and all manner of tithes, both great and ſmall, belonging to the rectory of *A.* in the ſaid county of *S.* ——*All that* portion of tithes in *S.* aforeſaid, which did formerly belong to the ſaid rectory of *R.* in the ſaid county, *(to wit)* Two third parts, or two parts, the whole into three parts to be divided, of all the tithes of corn, grain, hay, and other great tithes, ariſing, growing, renewing or increaſing upon all thoſe lands and grounds called *K.* farm; now in the occupation of *T. H.*——*Except* and always reſerved out of this preſent demiſe and grant, unto the ſaid *J. L.* his heirs and aſſigns, all woods, underwoods, timber and trees, now ſtanding, growing or being, or which, during this demiſe and grant, ſhall ſtand, grow,

Parcels, tenements, and brewhouſe, &c.

Water-mills;

and ſuit to the ſaid mills.

Meſſuage and farm.

Rectory.

Tithes.

Exception of wood, underwood, trees, &c.

grow, or be, in or upon the lands or grounds hereby demiſed, or in or upon any part or parcel thereof, with free liberty of ingreſs, egreſs and regreſs, for him the ſaid *J. L.* his heirs and aſſigns, and his and their ſervants, labourers and workmen, with carts, waggons, working-tools, utenſils and implements, to fell, cut down, hew, ſquare, work out, cord, coal, ſaw, convert, load, have, take and carry away the ſaid timber-trees, and other trees, and all the timber, coal, wood and ſtuff thereof coming, ariſing or increaſing; and to dig and make coal pits, ſaw-pits, and places to work in, for the coaling, ſawing and converting thereof, in and upon the lands and grounds hereby demiſed; And for that purpoſe to have and take, cover and quench of earth and fern, in and upon the ſaid lands and grounds hereby demiſed, at his and their free will and pleaſure, for the better coaling and converting there, doing as little hurt or ſpoil as may be unto the corn, grain or graſs, of the ſaid *W. T.* growing on the demiſed premiſſes from time to time, in converting the ſaid timber-trees and other trees.——*Except* and always reſerved out of this demiſe and grant unto the ſaid *J. L.* his heirs and aſſigns, the royalties and games of hawking, hunting, fiſhing and fowling, in and upon the demiſed premiſſes, or in or upon any part or parcel thereof, with free liberty of ingreſs, egreſs and regreſs, for him the ſaid *J. L.* his heirs and aſſigns, and his and their ſervants, to hawk, hunt, fiſh and fowl there, at his and their free wills and pleaſures, doing no wilful hurt or ſpoil in the corn or grain of the ſaid *W. T.* growing upon the demiſed premiſſes.———*Except* and always reſerved out of this demiſe and grant unto the ſaid *J. L.* his heirs and aſſigns, all that the manor of *S.* with the rights, members and appurtenances thereof, and all courts-leet and courts-baron, and all the profits of the ſame courts, and all quit rents, fines, heriots, ſervices, reliefs, amerciaments, waifs, eſtrays, goods and chattels of felons, wrecks of ſea, deodands and eſcheats whatſoever, to the ſaid manor belonging or appertaining, and free liberty of ingreſs, egreſs and regreſs, for him the ſaid *J. L.* his heirs and aſſigns, and his and their ſteward, to keep courts in the ſaid capital meſſuage or tenement before in theſe preſents demiſed, from time to time, during the term hereby granted, at his and their free wills and pleaſure, for the ſaid manor of *S.* and free liberty of ingreſs, egreſs and regreſs, for all ſervants, tenants and ſuitors, at and to any court-leet or court-baron, to come, be and continue there, during the continuance of ſuch court-leet or court-baron, there to be held from time to time——*Except* and reſerved free liberty for him the ſaid *J. L.* his heirs and aſſigns, and his and their ſervants and workmen, with carts and other neceſſaries, to come upon the premiſſes, to repair the ſea-banks as often as need ſhall be, and to cut and take timber, wood and under-woods on the premiſſes for the doing thereof; *To have and to hold* all the ſaid *manor, meſſuages, lands, tenements, tithes and premiſſes*, with the appurtenances before by theſe preſents demiſed, or thereby mentioned or intended ſo to be, unto the ſaid *W. T.* his executors, adminiſtrators and aſſigns, from the feaſt of the annunciation of the bleſſed *Mary* laſt paſt before the date hereof, for, during, and until the full end and term of five years, from henceforth next enſuing, and fully to be compleat and ended; *Yielding and Paying* therefore yearly, and every year, during the term hereby granted, by even and equal portions, unto the ſaid *J. L.* his heirs and aſſigns, ſixty pounds of lawful money of *Great Britain*, at the feaſts of St. *Michael* the

And liberty of ingreſs to fell, &c.

Exception of the royalties, and games of hawking, hunting, &c.

Exception of a manor, and courts, rents, fines, heriots, &c.

Exception of liberty to come and repair, &c.

Habendum.

Reddendum.

the archangel, and the annunciation of the bleſſed *Mary*; *Provided always*, that if it ſhall happen the ſaid yearly rent of ſixty pounds, or any part thereof, to be behind or unpaid in part or in all, by the ſpace of 21 days next over or after any feaſt or day of payment, on which the ſame ought to be paid as aforeſaid; that then, and at all times after, it ſhall and may be lawful to and for the ſaid *J. L.* his heirs and aſſigns, into all the ſaid demiſed premiſſes, and every part thereof, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former ſtate; any thing herein contained to the contrary notwithſtanding; *And* the ſaid *W. T.* doth for himſelf, his executors, adminiſtrators and aſſigns, covenant and grant to and with the ſaid *J. E.* his heirs and aſſigns, by theſe preſents, that he the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will, yearly and every year during the term hereby granted, well and truly pay, or cauſe to be paid, unto the ſaid *J. L.* his heirs and aſſigns, the yearly rent of ſixty pounds, before in theſe preſents reſerved to be paid, at the days and times before herein limited for payment thereof, without fraud or delay; *And alſo* that he the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will, during the continuance of this demiſe, keep in good and ſufficient repair the ſaid meſſuage or tenement and mill, and all the windows, wainſcotting, doors, locks, and other things thereto belonging, and all the walls, gates, ſtiles, mounds, bounds, hedges and fences belonging to the ſaid demiſed premiſes (being allowed rough timber and frith for the doing thereof, by the ſaid *J. L.* his heirs or aſſigns) and ſcour, cleanſe and keep all the furrows, ditches and water courſes on the ſaid demiſed premiſes free and clear; *And* the ſame being ſo well and ſufficiently kept in good repair, paved, glazed, ſcoured, cleanſed and kept, ſhall and will at the end, or other ſooner determination of theſe preſents, peaceably and quietly leave, ſurrender, and yield up the ſame, unto the ſaid *J. L.* his heirs or aſſigns: *(Here you may add the covenant to enter and view the premiſſes, to give notice of want of repairs, &c. or other covenants in the preceding leaſes to anſwer the intent of the parties) And alſo*, that he the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will, at the end of the term hereby granted, leave twenty acres of the arable land hereby demiſed in a wheat-lane, fit to be ſown with wheat in the next year after the end of the term hereby granted; *And alſo*, that if the ſaid *W. T.* his executors, adminiſtrators or aſſigns, do or ſhall, at any time during the term hereby granted, plough, break up, ſow or convert into tillage, the marſh or the long meadow next the mill-pond, or the meadow through which the river runs, adjoining to the bull-garden, parcel of the demiſed premiſſes, or any part thereof, then the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will yearly and every year, during all the reſidue of the term hereby granted, as ſhall be then to come and unexpired, yield and pay unto the ſaid *J. L.* his heirs and aſſigns, fifty ſhillings of lawful money of *Great Britain*, for every acre thereof, ſo to be ploughed, broken up, ſown or converted into tillage, for and in the name of an over-rent, or increaſe of rent, over and above the yearly rent before in theſe preſents reſerved to be paid; and ſo after that rate for any greater or leſs quantity thereof to be ploughed, broken up, ſown or converted into tillage as aforeſaid; which

Proviſo, in caſe rent be behind for 21 days lefſor may re-enter.

Tenant's covenant to pay the rent.

Covenant to repair.

To leave a wheat-lane.

To pay 50*s.* for every acre of meadow which he ſhall plough.

which ſaid over-rent or increaſe of rent, ſhall be paid unto the ſaid *J. L.* his heirs and aſſigns, by equal portions, at the days limited for payment of the yearly rent firſt before by theſe preſents reſerved to be paid; the firſt payment thereof to begin and be made at ſuch of the ſaid days, as ſhall next happen after ſuch ploughing, breaking up, ſowing or converting into tillage, as aforeſaid; *And alſo*, that the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will, at their own coſts, bear, pay and diſcharge all ſuch duties, taxes, aſſeſſments and payments, as ſhall, during the term hereby granted, be iſſuing, due or payable out of or for the ſaid demiſed premiſſes, to the church, the pariſh and the poor; *And alſo* that he the ſaid *W. T.* his executors, adminiſtrators and aſſigns, for and on behalf of the ſaid *J. L.* his heirs and aſſigns, ſhall and will yearly, during the term hereby granted, at the late dwelling-houſe of *H. H.* in *E.* aforeſaid, well and truly pay, or cauſe to be paid, unto *H C.* his heirs and aſſigns, at the feaſts of the Annunciation of the Bleſſed *Mary* and St. *Michael* the Archangel, by equal portions, 7 *l.* for the portion of the ſaid *J. L.* payable to the biſhop of *W.* for rent and tithes of *R.* aforeſaid: *And alſo*, that he the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will from time to time, during the term hereby granted, imbarn and lay all the corn, grain, hay, graſs, hame, fern and fodder, which during the ſaid term ſhall ariſe, grow, renew and increaſe in or upon the demiſed premiſſes, in the barns, and upon the lands and grounds hereby demiſed, and not elſewhere, and ſhall and will alſo expend and lay all the compoſt, dung and ſoil thereof, had, made, coming, growing, ariſing, renewing or increaſing upon the lands and grounds hereby demiſed, and not elſewhere, nor otherwiſe; and ſhall and will alſo, at the end of the term hereby granted, leave upon the demiſed premiſſes all the compoſt, dung and ſoil there made in the laſt year of the ſaid term, to and for the uſe and benefit of the ſaid *J. L.* *And* the ſaid *W. T.* doth further for himſelf, his executors, adminiſtrators and aſſigns, covenant and grant to and with the ſaid *J. S.* his heirs and aſſigns, by theſe preſents, *That* the ſaid *W. T.* his executors, adminiſtrators or aſſigns, ſhall not and will not, at any time during the term hereby granted, lop, top or poll any trees growing on the demiſed premiſſes, other than ſuch as have been heretofore uſually lopped, topped and polled; *And* that he the ſaid *W. T.* his executors, adminiſtrators or aſſigns, ſhall not in any year of the term hereby granted, lop, top or poll more than the fourteenth part of the pollard trees upon the premiſſes; nor ſhall nor will in any year of the ſaid term, fell or cut more than the fourteenth part of the underwoods, hedges, buſhes or hedge rows there; and ſhall not again lop, top, poll, fell or cut any trees, underwoods, hedges, buſhes, or hedge-rows, which before during this demiſe, ſhall have been lopped polled, felled or cut; *And alſo*, that the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall not, at any time during the term hereby granted, lop, fell or poll any trees, or cut down any of the coppice-woods, hedge or hedge-rows, which now are, or during this demiſe ſhall be, ſtanding or growing upon the demiſed premiſſes, at any unſeaſonable time in the year, or in any unhuſbandry-like manner; *And alſo*, that he the ſaid *W. T.* his executors, adminiſtrators or aſſigns, ſhall not, at any time during the term hereby granted, in any wiſe fell or cut, upon the demiſed premiſſes, any fellows likely to grow up to be timber-trees;

To pay taxes to church and poor.

Tenant to covenant to pay on behalf of landlord his proportionable part of a quit-rent.

To imbarn corn.

To lay the dung on the land.

To leave the dung on the land at the end of the term.

Not to lop any but pollard trees.

Not to lop or cut more than the fourteenth part of the pollard trees, hedges and underwoods, in one year.

Not to cut wood at unſeaſonable times.

Not to cut fellows likely to be timber.

trees; *And* the ſaid *J. L.* doth for himſelf, his heirs and aſſigns, covenant and grant to and with the ſaid *W. T.* his executors, adminiſtrators and aſſigns, by theſe preſents, that the ſaid *J. L.* his heirs and aſſigns, ſhall and will, at their own coſts, bear, pay and diſcharge or allow unto the ſaid *W. T.* his executors, adminiſtrators and aſſigns, all rents which are, or during the demiſe hereby granted ſhall be, iſſuing or payable out of or for the demiſed premiſſes, or any part thereof, to the lord or lords of the fee or fees thereof; and alſo all ſuch duties, taxes, aſſeſſments and payments, as ſhall, during this demiſe, ariſe, become or grow due out of, for or from the demiſed premiſſes, or any part thereof, to the king's majeſty, or for the defence or public uſe or occaſion of this realm; *And alſo*, that he the ſaid *J. L.* his heirs and aſſigns, ſhall and will, from time to time, upon every reaſonable requeſt, when and ſo often as need ſhall require, during the term hereby granted, aſſign, allow and appoint to and for the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſufficient and convenient timber, rough, upon the ſtamp, to be had, cut and taken by the ſaid *W. T.* his executors, adminiſtrators and aſſigns, upon the demiſed premiſſes (if it be there to be had) at ſeaſonable times in the year, to be expended, uſed and employed for and towards reparation and amendment of the meſſuage, barns and buildings aforeſaid, and alſo of all gates, poſts, pales and rails belonging to the demiſed premiſſes; *And alſo* ſufficient eſtovers for carts, wains, waggons, ploughs and harrows to be uſed and employed on the ſaid demiſed premiſſes, and not elſewhere; *And alſo*, that the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall or may hold and enjoy the barn aforeſaid, therein to lay their corn, grain and hay, and liberty of ingreſs and egreſs, into and from the ſaid barn, and the gate-room thereunto adjoining, to threſh out the ſaid corn and grain in the ſaid barn, and to carry away the ſame with carts and carriages; and the fodder of the ſaid corn and grain, and the ſaid hay, to ſpend in the ſaid gate-room with their cattle, until the firſt day of *May* next, after the end of the term hereby granted, without any let or interruption of or by the ſaid *J. L.* his heirs or aſſigns; the ſaid *W. T.* his executors, adminiſtrators or aſſigns, then leaving the ſaid barn well and ſufficiently repaired, which to do the ſaid *W. T.* doth covenant with the ſaid *J. L.* by theſe preſents; *And* the ſaid *J. L.* doth further for himſelf, his heirs and aſſigns, covenant and grant to and with the ſaid *W. T.* his executors, adminiſtrators and aſſigns, by theſe preſents, that for and in conſideration of thirty and two pounds, parcel of the yearly rent aforeſaid, he the ſaid *J. L.* his heirs and aſſigns, ſhall and will, yearly and every year of the term hereby granted, accept of four loads of good, clean, dry and well winnowed wheat, to be delivered by the ſaid *W. T.* his executors, adminiſtrators or aſſigns, at *D.* within the port of *T.* or ſuch other place not further diſtant from *N* aforeſaid, as the ſaid *J. L* his heirs or aſſigns ſhall appoint; and that the ſaid *J. L.* his heirs or aſſigns, ſhall yearly appoint the time and place of ſuch delivery; and the ſaid *W. T.* doth covenant to deliver the ſaid four loads of wheat accordingly; *And alſo*, that he the ſaid *J. L.* his heirs or aſſigns, ſhall and will, at his and their own proper coſts and charges, before the twentieth of *June* next enſuing the date hereof, erect and build one new barn, and one new cart-houſe in and upon the demiſed premiſſes; and the gate-room, thereunto belonging, ſhall and will well

Leſſor covenants to pay quit-rents and king's taxes.

To allow rough timber for repairs.

To allow cart-boot.

That the tenant may hold the barn until May-day after the term.

Leſſor to accept of four loads of wheat for 32 *l.* of rent.

Leſſor to build a new barn and cart-houſe.

Tenant not to cut hedges at unſeaſonable times.

and ſufficiently incloſe and fence with all needful and neceſſary incloſures and fences, without fraud or delay; *And* the ſaid *W. T.* doth further for himſelf, his executors, adminiſtrators and aſſigns, covenant and grant to and with the ſaid *J. L.* his heirs and aſſigns, by theſe preſents, that he the ſaid *W. T.* his executors and aſſigns, ſhall not and will not, at any time or times during the term hereby granted, fell or cut down any of the quick-ſet hedges or fences belonging to the demiſed premiſſes, but at ſeaſonable times in the year, and, for the better ſpringing, growing and preſerving of the ſame hedges, ſhall and will do his and their beſt endeavours, for the preſerving, nouriſhing and keeping the ſaid quick-ſet hedges, now belonging unto the ſaid demiſed premiſſes, or ſuch quick-ſet hedges as ſhall be new planted upon the premiſſes during the term hereby granted; *And alſo*, that he the ſaid *W. T.* his executors, adminiſtrators and aſſigns, ſhall and will at the end of the term hereby granted, or other ſooner determination of this leaſe, leave the ſaid dove houſe hereby demiſed, ſtocked with a flight of 150 couple of pigeons at the leaſt, to and for the ſole and proper uſe and benefit of the ſaid *J. L.* his heirs and aſſigns; and ſhall and will alſo at the end of the ſaid term leave the pigeon-holes in the ſaid dove-houſe, well and ſufficiently repaired, amended, maintained, ſuſtained and kept, without fraud or deceit. *(Add the covenant for quiet enjoyment on payment of the rent, and performing the covenants.* See preceding leaſes.)

Tenant to leave the pigeon-houſe ſtocked.

A Leaſe of the Fiſhery and Royalty.

Conſideration.

THIS *Indenture*, made, &c. *Between A. B.* of, &c. eſq; of the one part, and *C. D.* of, &c. gent. of the other part, *Witneſſeth*, That the ſaid *A. B.* for and in conſideration of the yearly rents and covenants herein after mentioned, *Hath* demiſed, granted and to farm let, and by theſe preſents *Doth* demiſe, &c. unto the ſaid *C. D. All* that the fiſhery and liberty of fiſhing in the river of, &c. from, &c. to, &c. And all that the royalty of hunting, hawking and fowling, &c. belonging to him the ſaid *A. B.* within the manor of, &c. aforeſaid: and alſo all profits, benefits and advantages whatſoever to the ſaid fiſhery and royalty, or either of them, belonging or appertaining; *To have and to hold* the ſaid fiſhery and liberty of fiſhing, and the ſaid royalty and liberty of hunting, hawking and fowling aforeſaid, with their and every of their appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from the feaſt of, &c. for and during, and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; *Yielding and Paying* therefore yearly, and every year, during the ſaid term of, &c. unto the ſaid *A. B.* his heirs and aſſigns, the rent or ſum of, &c. of lawful money of *Great Britain*, at the two following feaſts or terms in the year (that is to ſay) the feaſt of St. *Michael* the Archangel,

Demiſe.

Habendum.

Reddendum.

Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal portions, without any deduction or abatement for taxes charged or impoſed by parliament or otherwiſe. *And* the ſaid *C. D.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant to and with the ſaid *A. B.* his heirs and aſſigns, that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall and will, during the ſaid term, well and truly pay or cauſe to be paid unto the ſaid *A.* his heirs or aſſigns, the ſaid yearly rent of, *&c.* on the days and times above limited for payment thereof, without any deduction, as aforeſaid. Covenant to pay the rent.

Provided always, that if the ſaid yearly rent or ſum of, *&c.* or any part thereof, ſhall be behind and unpaid, in part or in all, by the ſpace of ——— days next after any of the ſaid feaſt-days above mentioned for the payment thereof, during the ſaid term, that then and from thenceforth it ſhall and may be lawful for the ſaid *A. B.* his heirs or aſſigns, to avoid the leaſe hereby made, and enjoy the premiſſes above mentioned to be granted, as in his and their former eſtate and eſtates. Proviſo on non-payment to re-enter.

And the ſaid *A. B.* for himſelf, his heirs and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *C. D.* his executors, *&c.* that the ſaid *C. D.* his executors, adminiſtrators and aſſigns, paying the ſaid yearly rent of, *&c.* and performing the covenants on his part and behalf to be performed and kept, ſhall and may from time to time, and at all times hereafter, during the continuance of the ſaid term hereby demiſed, peaceably, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid fiſhery and royalty, with their appurtenances, hereby demiſed, and every part and parcel thereof, without the let, ſuit, trouble, eviction or diſturbance of him the ſaid *A. B.* his heirs or aſſigns, or any other perſon or perſons whatſoever, claiming or to claim by, from or under him, them or any of them, or by his, their, or any of their acts or means. *In witneſs*, &c. Covenant on non-payment of the rent, and performing the covenants, quietly to enjoy.

A Leaſe of Lands for Building a Houſe, &c. *with divers ſpecial Covenants.*

THIS *Indenture*, made, &c. *Between*, &c. *Witneſſeth*, that the ſaid *P. H.* for divers good cauſes, *&c. Hath* demiſed, *&c.* unto the ſaid *W. B.* his, *&c. All that* Eaſtermoſt piece or parcel of ground, containing in length twenty-three feet, *&c.* or thereabouts, and in breadth eighteen feet or thereabouts, ſituate, lying and being in, *&c.* in a certain place there called, *&c.* between, *&c.* and whereupon there is now ſtanding certain old buildings, being uſed for booths, together with free egreſs, ingreſs and regreſs, in and to the ſame, through all the gates now uſed into the cloth-fair there; *Except* and always reſerved out of this preſent demiſe, leaſe and grant of the premiſſes, unto Sir *A. H.* of, *&c.* his heirs and aſſigns, during the continuance of theſe preſents, all and every ſuch ground, by theſe preſents mentioned and intended to be demiſed, or which the ſaid *H. R.* his, *&c.* ſhall be pleaſed and think good to lay in the ſame parcel of ground, together alſo with the lays of the Conſideration. Demiſe. Exception.

ſaid pipes, during the time aforeſaid; and alſo except and always reſerved unto the ſaid Sir *H. R.* his, &c. free liberty of ingreſs, egreſs and regreſs, to and for the ſaid Sir *H. R.* his, &c. and to and for his and their ſervants, labourers and workmen, with ſtuff and other things neceſſary, from time to time and all times, during the continuance of theſe preſents, ſo often as need ſhall require, to come in or upon the premiſſes, or any part thereof, and to break the ground and ſoil of the premiſſes or any part thereof, for the amending and repairing of all ſuch pipe and pipes of lead as ſhall, during the continuance of theſe preſents, happen to be in decay, or need to be repaired (the ſaid ground to be made up again at the coſts and charges of the ſaid Sir *H. R.* his heirs and aſſigns) *To have and to hold*, &c. *Yielding and paying*, &c. the firſt payment thereof to be made at the feaſt-day of, &c. *And* if it ſhall happen the ſaid yearly rent of, &c. that then and from thenceforth it ſhall and may be lawful to and for the ſaid *P. H.* his, &c. into the above demiſed premiſſes, and every of them, wholly to re-enter, and the ſaid *W. B.* his, &c. to expel, remove and put out, and the ſame to have again, re-poſſeſs and enjoy, as in his and their former eſtate; this indenture, &c. notwithſtanding: *And* the ſaid *W. B* for himſelf, his, &c. doth covenant and grant, &c. to and with the ſaid *P. H.* his, &c. by theſe preſents, that he the ſaid *W. B.* his, &c. ſhall and will, at his and their own proper coſts and charges in all things, make, erect, ſet up and finiſh, or cauſe to be made, &c. before the feaſt of, &c. upon the ſaid ground and ſoil herein before mentioned to be demiſed, one good and ſubſtantial building of timber, brick or ſtone, &c. to be framed and made into one tenement of three ſtories high, beſides the garret, from the groundſils thereof to the razons, the lower ſtory whereof ſhall be nine feet high at the leaſt, the next ſtory over that ſhall be eight feet high at the leaſt, and the third ſtory to the razons ſhall be ſeven feet high at the leaſt, and ſhall jut the firſt and ſecond ſtories, the ſummers, joiſts, groundſils, razons and rafters, and all other timber-work thereof ſhall be as big and as good in ſcantling, length, thickneſs and other qualities, as thoſe which are in the buildings at the new Court, which is now lately erected, ſtanding and being in, &c. and ſhall or will make, or cauſe to be made, to every room thereof, two handſome faſh-windows, of good carpenter's or joyner's work, each of them ſix feet high, and —— broad, and ſhall well faſh and glaze the ſame with good crown glaſs, and ſhall parget and ciel all the floors over head with lime and hair, without loam, and well and ſufficiently lath and parget with lime and hair only, all the outſides of the ſaid building, and make convenient dormet-windows to all the garrets of the ſaid tenement, and tile over all the ſaid building, and lay tiles with lime and ſand, and dry-hang none of them; and ſhall make convenient doors with hooks, hinges, locks and keys to all the rooms of the ſaid building, and floor with inch board all the floors, and nail them with eight-penny nails, and make convenient chimnies with brick, lime and ſand, with free-ſtone hearths, &c. and one convenient cellar throughout all the ſaid building, and pave the ſaid cellar with brick, &c. and a vault of brick for a privy, and ſuch vault ſo to be continued and carried up into the garret; and ſhall pave with good ſtone half the allies or ſtreets on both ſides of the ſaid building, &c. and the ſaid *W. B.* his, &c. ſhall and will from time to time, and at all times during the ſaid term of, &c. when and as often

Reddendum.

Covenant to build, &c. and in what manner.

often as need ſhall require, at his or their proper coſts and charges, repair, uphold, maintain and keep all the ſaid building and tenements ſo erected and finiſhed, in, by and with all manner of neceſſary reparation, and the building and tenement ſo repaired, upholden or kept in good and ſufficient reparations, ſhall and will leave and yield up, with all doors, windows, wainſcot, ſhelves, locks and keys belonging to the ſame, well tiled, glazed and otherwiſe repaired, at the end and expiration, and every other determination of this preſent leaſe. *And* that it ſhall and may be lawful, as well to and for the ſaid *P. H.* his, *&c.* as alſo to and for all others the grantors or leſſors of the ſaid demiſed premiſſes, their executors, adminiſtrators and aſſigns, with workmen, ſervants or officers thereunto appointed, to come into and upon the ſaid building and tenement, at his and their free wills and pleaſures, to view the decays thereof; and that the ſaid *W. B.* his, *&c.* ſhall ſufficiently amend and repair the decays thereof, within three months after notice given unto him, his executors, *&c.* of ſuch decays by him the ſaid *P. H.* his, *&c.* or by any others, leſſors or grantors of the premiſſes, their heirs or aſſigns. *And* that the ſaid *W. B.* his, *&c.* ſhall not, nor will at any time or times during the ſaid term, have above one houſhold or family in the ſaid tenement, and no inmate or inmates within the ſame, or any perſon to inhabit there as an inmate; and that the ſaid *W. B.* his, *&c.* ſhall not ſell beer or ale, or other victual, nor keep any victualling within the ſaid tenement, at any time during the ſaid term, without the ſpecial licence of the ſaid *P. H.* his, *&c* firſt had and obtained in writing; *And* that the ſaid *W. B.* his, *&c.* ſhall and will, from time to time during the ſaid term, bear and pay all ſuch weekly, monthly, quarterly and yearly charges, as he or they, or the tenant or inhabitants thereof ſhall be ſet and rated at by the ſaid Sir *H. R.* his, *&c.* or his officer or officers, towards watch, candle-light, ſcavengers, gate-keepers, ladders, buckets, and other contributions for bringing of water, *&c.* for the general good of the ſaid cloth fair, according to the rate of the other inhabitants there: *And further*, the ſaid *W. B.* doth hereby for himſelf, *&c.* covenant, grant, *&c.* to and with the ſaid *P. H.* his, *&c.* that he the ſaid *P. H.* his, *&c.* and all and every other perſon and perſons which he the ſaid *P. H.* his, *&c.* in that behalf ſhall nominate, aſſign and appoint, ſhall and may from time to time, yearly and every year, during the continuance of this preſent leaſe or demiſe, on the feaſt-day of, *&c.* and three days next before, and three days next after the ſaid feaſt, have, occupy, poſſeſs and enjoy the ſaid booths, and all the benefit, profit and commodity of the ſame, for and during the term aforeſaid, until the ſaid building, in theſe preſents mentioned, be erected and built as aforeſaid, and after the ſame ſhall be ſo built as aforeſaid, he the ſaid *P. H.* his, *&c.* and all and every ſuch other perſon or perſons as he the ſaid *P. H.* his, *&c* in that behalf ſhall nominate and appoint, ſhall and may from time to time, yearly and every year during the continuance of theſe preſents, on the feaſt aforeſaid, and by the ſpace of three days next before, and three days next after the ſaid feaſt, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the lower room or chamber which ſhall be next the lower floor and groundſil of the ſaid houſe ſo to be erected, without any allowance to be made to the ſaid *W. B.* his, *&c.* for the uſe of the ſaid room; *And* that he the ſaid *P. H.* his, *&c.* ſhall and may have, receive and take to his and their own

Covenant for leſſor to enter and view.

Shall not keep inmates, nor ſell ale.

Shall pay rates.

The leſſor may poſſeſs and enjoy booths yearly at certain feaſts.

own proper uſe and behoof, all ſuch ſum and ſums of money, and othe benefit, profit, commodity or advantage, which ſhall or may be had made, by or for the uſe of the ſaid room, during the time aforeſaid *And* the ſaid *P. H.* his, *&c.* and all and every perſon and perſo which he the ſaid *P. H.* his, *&c.* in that behalf ſhall ſubſtitute, auth rize and appoint, ſhall have free liberty of ingreſs, egreſs and regre into the ſaid chamber and room, and there to remain and abide duri the term aforeſaid, without any the let, trouble, diſturbance, moleſ tion, eviction or denial of the ſaid *W. B.* his, *&c.* or of any other p ſon or perſons claiming by, from or under his or their eſtate or eſta or by his or their title, aſſent or procurement. *Provided always*, and u condition, that if he the ſaid *W. B.* his executors, *&c.* ſhall not well and t ly perform, fulfil and keep, in all things, according to the true intent meaning hereof, the ſaid covenant in theſe preſents laſt abovementio that then and from thenceforth the eſtate, intereſt, poſſeſſion and t of years of the ſaid *W. B* of and in the premiſſes, and of and in ev part and parcel thereof, ſhall ceaſe, determine, and become utterly v and that then and from thenceforth it ſhall and may be lawful to and the ſaid *P. H.* his, *&c.* into all and ſingular the premiſſes to re-en and the ſame to have again, as in his or their former eſtate; any th in theſe preſents, *&c.* notwithſtanding. *Provided always*, and it covenanted, granted, concluded and agreed by and between the parties to theſe preſents, that if the ſaid *W. B.* his, *&c.* or ſome of the do not before the feaſt-day of, *&c.* at his own coſts and charges, ma erect, ſet up, and in ſubſtance and effect finiſh the ſaid building in things to the ſaid building belonging, as the ſaid *W. B.* hath before theſe preſents covenanted to do, that then and from thenceforth t preſent demiſe, and every article, clauſe and agreement in theſe preſe contained and comprized, to be fruſtrate and of none effect; and eſtate hereby conveyed to the ſaid *W. B.* to ceaſe and determine, a be utterly void to all intents, conſtructions and purpoſes whatſoev *And* the ſaid *P. H.* doth for himſelf, his, *&c.* covenant, grant, co clude and agree to and with the ſaid *W. B.* his, *&c.* and to and w every of them by theſe preſents, that he the ſaid *W. B.* his, *&c.* and and with every of them by theſe preſents, that he the ſaid *W. B.* h *&c.* ſhall and may peaceably, quietly, *&c.* (viz. *a covenant for peaceab enjoying*, &c.) *And laſtly*, the ſaid *W. B.* for him, his, *&c.* doth co nant, *&c.* to and with the ſaid *P. H.* his, *&c.* that he the ſaid *W.* his, *&c.* at his and their own proper coſts and charges, in all thing ſhall and will raiſe and heighten the ground where the ſaid new buil ing ſhall be made, in ſuch good and ſufficient manner as that the wat and ſoil which ſhall fall, come or be made from or in the ſaid buildin ſhall and may avoid, run and be carried away without nuſance, into th common ſewer, down along by the reſt of the booths, and ſo int *Long Lane*, to the end that the ſaid building may be kept ſweet an wholeſome for the inhabitants which ſhall there dwell and inhabit *In Witneſs*, &c.

Proviſo in caſe of non-performance of laſt covenant, leaſe to be void.

Proviſo if building not done by the time, leaſe to be void.

Covenant to heighten the ground, *&c.*

A Leaſ

A Leaſe of a Houſe, well drawn.

THIS *Indenture*, made, &c. *Between S. B.* of, *&c.* eſq; of the one part, and *R. H.* of, *&c.* of the other part, *Witneſſeth*, that ſaid *S. B.* for and in conſideration of the ſaid rent and covenants after in theſe preſents mentioned on the part and behalf of the ſaid *H.* his executors, adminiſtrators and aſſigns, to be paid, done and performed, *Hath* demiſed, granted and to farm let, and by theſe preſents *Doth* demiſe, grant and to farm let, unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, *All* that meſſuage or tenement, ſituate and being in *Jockey Fields*, in the pariſh of St. *Andrew* in *Holborn*, abutting, *&c.* together with the ſaid garden, and alſo the coach-houſe and ſtables at the end thereof, belonging to the ſaid meſſuage or tenement, and all and ſingular cellars, ſolars, chambers, rooms, lights, eaſements, water-courſes, profits, commodities, and appurtenances whatſoever, to the ſaid meſſuage or tenement and premiſſes belonging or in any wiſe appertaining, together with the uſe of all and ſingular the goods, implements and other things remaining and being in and about the ſaid meſſuage or tenement and premiſſes, mentioned in a ſchedule or inventory hereunder written, which ſaid meſſuage or tenement and premiſſes, with the appurtenances, now are in the poſſeſſion and occupation of the ſaid *S. B. To have and to hold* the ſaid meſſuage or tenement, garden ground and coach-houſe and ſtables, and all and ſingular other the premiſſes above demiſed, unto the ſaid *R. H.* his executors, adminiſtrators and aſſigns, from the feaſt-day of the nativity of our *Lord Chriſt* now next enſuing, for and during, and unto the full end and term of three years and one quarter; *Yielding and paying* therefore yearly and every year, during the ſaid term, unto the ſaid *S. B.* his executors, adminiſtrators and aſſigns, the rent or ſum of one hundred and thirty pounds of lawful money of *Great Britain*, at the four moſt uſual feaſt-days or terms in the year, that is to ſay, the feaſt-day of the nativity of St. *John* the baptiſt, the feaſt of *Michael* the archangel, the nativity of our *Lord Chriſt*, and the annunciation of the bleſſed virgin *Mary*, by even and equal portions; *And* the ſaid *R. H.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *S. B.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. H.* his executors, adminiſtrators and aſſigns, ſhall and will well and truly pay, or cauſe to be paid to the ſaid *S. B.* his executors, adminiſtrators and aſſigns, the ſaid yearly ſum of one hundred and thirty pounds before hereby reſerved, at the days and times before herein limited and appointed for payment thereof during the ſaid term; *And alſo* ſhall and will from time to time, and at all times during the ſaid term of three years and one quarter hereby demiſed, as often as need ſhall be or require, at his or their own proper coſts and charges, well and ſufficiently repair, uphold, ſupport, glaze, amend and maintain the ſaid meſſuage or tenement, and all and ſingular the premiſſes, in,

Conſideration.

Demiſe.

Parcels.

Habendum.

Reddendum.

Covenant to pay the rent.

And repair the premiſſes.

in, by and with all and all manner of needful and neceſſary reparations and amendments whatſoever, damage by fire excepted; and alſo at his or their own coſts and charges, all the walls, pavements, gutters, ſinks, privies, wydraughts, of and belonging to the ſaid hereby demiſed premiſſes, ſhall and will from time to time, and at all times, as often as need ſhall be or require, during the ſaid term, well and ſufficiently pave, purge, ſcower, cleanſe, amend and keep, and the ſaid meſſuage or tenement, and all and ſingular the premiſſes, ſo well and ſufficiently repaired, upholden, ſupported, glazed, amended, maintained, paved, purged, ſcoured, cleanſed and kept, at the end of the ſaid term, or other determination of this preſent leaſe, which ſhall firſt happen, ſhall and will peaceably and quietly leave, ſurrender and yield up, together with all ſuch goods, chattels and implements, as are mentioned in the ſchedule or inventory herein under written, in as good caſe and condition as the ſame are now, reaſonable uſe and wearing thereof, together with damage by fire in the mean time, always excepted; *And alſo*, that it ſhall and may be lawful to and for the ſaid *S. B.* his executors, adminiſtrators and aſſigns, with workmen or others in his or their company, or without, twice or oftener in every year, yearly during the ſaid term, at convenient times in the day-time, to enter and come into and upon the ſaid demiſed premiſſes, or every or any part thereof, there to view, ſearch and ſee the ſtate of the reparations of the ſame, and of all defects and wants of reparations then and there found, to give or leave notice or warning in writing at the ſaid demiſed meſſuage, unto and for the ſaid *R. H.* his executors, adminiſtrators and aſſigns, to repair and amend the ſame within four months then next following; within the ſpace of which four months the ſaid *R. H.* for himſelf, his executors, adminiſtrators and aſſigns, and every of them, doth covenant, promiſe and grant to and with the ſaid *S. B.* his executors, adminiſtrators and aſſigns, to repair and amend all and every the ſaid defects or wants of reparations ſo notified as aforeſaid; damage by fire as before excepted, *Provided always*, that if it ſhall happen the ſaid yearly rent of one hundred and thirty pounds, or any part thereof, to be behind and unpaid, in part or in all, by the ſpace of one and twenty days next after any of the feaſt-days above-mentioned for payment thereof, being lawfully demanded, or if the reparations of the aforeſaid premiſſes, whereof notice or warning ſhall be given as aforeſaid, ſhall not be well and ſufficiently made and amended within the ſpace of four months as aforeſaid; that then and from thenceforth it ſhall and may be lawful in either of the ſaid caſes, to and for the ſaid *S. B.* his executors, adminiſtrators and aſſigns, into the ſaid meſſuage or tenement, and all other the premiſſes, with their appurtenances hereby demiſed, or into any part thereof in the name of the whole, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their firſt and former eſtate, and the ſaid *R. H.* his executors, adminiſtrators and aſſigns, and all other the occupiers of the ſame thereout and from thence utterly to expel, put out and amove; this indenture, or any thing therein contained to the contrary, in any wiſe notwithſtanding. *And* the ſaid *S. B.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *R. H.* his executors, adminiſtrators and aſſigns, that he the ſaid *R. H.* his executors, adminiſtrators and aſſigns, paying the ſaid yearly rent of one hundred and thirty pounds,

That leſſor may enter and view,

and give notice of repairs wanting.

Proviſo if rent behind 21 days, or reparations not made, leſſor may re-enter.

On payment of the rent and performing the covenants, leſſee may quietly enjoy.

…nds, in manner and form aforeſaid, and performing and keeping all …ſaid together the covenants, grants, articles and agreements before in …s preſents contained, on his and their part and behalf to be perform…ed and kept, ſhall and may from time to time, and at all times during …id hereby demiſed term of three years and one quarter, peaceably …uietly have, hold, occupy and enjoy the ſaid meſſuage or tenement, …d other the premiſſes, with the appurtenances, herein before de…ſ, without any let, trouble, eviction, ejection, diſturbance or in…ption of or by him the ſaid *S. B.* his executors, adminiſtrators and …s, or of or by any other perſon or perſons lawfully claiming, or …ming by, from or under him, them, or any of them, or by his, …r any of their means, default or procurement. *In Witneſs*, &c.

The Schedule or Inventory above referred to.

…garrets four iron locks, *&c.*

…er Leaſe of a Houſe in London, *well penn'd, with a Covenant for Inſurance from Fire, &c.*

THIS *Indenture*, &c. *Between M. N.* of, *&c.* and *S. P.* of, *&c.* *Witneſſeth*, that for and in conſideration of the rent and cove- Conſideration.
…herein after reſerved and contained on the part and behalf of the …d *S. P.* his executors, *&c.* to be paid, kept, done and performed, ſhe …d *M. N. Hath* demiſed, leaſed and to farm let, and by theſe Demiſe.
…preſents *Doth*, *&c.* unto the ſaid *S. P. All that* new-built brick meſ- Parcels.
…ge or tenement, ſituate, lying, and being on the Weſt-ſide of *Rood*…n the pariſh of, *&c.* formerly in the tenure or occupation of the …d *S. P.* his under-tenants or aſſigns, together with all lights, ways, …ghts, water-courſes, eaſements, profits, commodities and appurte…nces, to the ſaid meſſuage or tenement belonging or appertaining; *To …ave and to hold* the ſaid meſſuage or tenement, and all and ſingular other Habendum.
…premiſſes, with their and every of their appurtenances, herein be…fore mentioned or intended to be hereby demiſed, unto the ſaid *S. P.* …his executors, adminiſtrators and aſſigns, from the feaſt-day of St. …*Michael*, which will be in the year of our Lord 1717, for and during …and unto the full end and term of ſeven years from thence next enſuing, …and fully to be compleat and ended; *Yielding and paying* therefore Reddendum.
…unto and every year, during the continuance of this demiſe, unto the …ſaid *M. N.* her executors, adminiſtrators or aſſigns, the ſum of 89*l.* …lawful money of *Great Britain* on the four moſt uſual feaſt-days, …viz. in the year (that is to ſay) the birth of our *Lord Chriſt*, &c. …*Provided always*, that if it ſhall happen the ſaid yearly rent of 89*l.* or Proviſo if rent …any part thereof ſhall be behind and unpaid by the ſpace of twenty-one be behind leſſor
days may re-enter.

days next after any of the ſaid feaſt-days on which the ſame ought to be paid, as aforeſaid, (being lawfully demanded); that then and at all times then after it ſhall and may be lawful to and for the ſaid *M. N.* her executors, *&c.* unto the ſaid demiſed meſſuage or tenement and premiſes, or into any part or parcel thereof in the name of the whole, wholly to re-enter, and the ſame to have again, retain, re-poſſeſs and enjoy, as in her and their former eſtate; and the ſaid *S. P.* his executors, *&c.* and other the occupiers of the premiſſes, thereout and from thence utterly to expel, put out and amove; any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Covenant to pay the rent.

And he the ſaid *S. P.* for himſelf, his executors, *&c.* doth covenant, *&c.* to and with the ſaid *M. N.* her executors, *&c.* by theſe preſents in manner and form following, that is to ſay, that he the ſaid *S. P.* his executors, *&c.* ſhall and will, during the continuance of this demiſe, well and truly pay, or cauſe to be paid, unto the ſaid *M. N.* her executors, *&c.* the ſaid yearly rent or ſum of good and lawful money of *Great Britain*, on the days and times, and in manner and form, as before is mentioned for payment thereof, according to the true meaning of theſe preſents, and the reſervation thereof, as aforeſaid.

And keep in repair.

And alſo that the ſaid *S. P.* his executors, *&c.* or ſome or one of them, ſhall and will, at his or their own proper coſts and charges, well and ſufficiently repair, uphold, ſupport, maintain and keep the ſaid meſſuage or tenement and premiſſes, together with the glaſs windows, pavements, privies, ſinks, gutters and wydraughts belonging to the ſaid premiſſes, in, by and with all and all manner of needful and neceſſary reparations and amendments whatſoever, when, where and as often as need or occaſion ſhall be or require, during the continuance of this demiſe; (the caſualty of fire that may happen to burn down, demoliſh or damnify, the ſaid meſſuage or tenement and premiſſes, or any part thereof, only excepted, and foreprized.)

And ſo repaired, yield up the ſame.

And the ſaid meſſuage or, *&c.* being ſo well and ſufficiently repaired, upheld, ſupported, glazed, and amended, at the end of the ſaid term of ——— years, or other ſooner determination of this preſent demiſe, unto the ſaid *M. N.* her executors, *&c.* ſhall and will peaceably and quietly leave, ſurrender and yield up; (except as before is excepted).

That leſſor may enter and view the premiſſes, &c.

And further, that it ſhall and may be lawful, as well for the ſaid *M. N.* her executors, *&c.* as alſo for the leſſor or leſſors in the original leaſe of the ſaid premiſſes, or any of them, with workmen and others, in his, their or any of their company or companies, or without, four times or oftener in every year, during the continuante of this demiſe, at ſeaſonable times in the day-time, to enter and come into and upon the ſaid demiſed premiſſes, or any part thereof, there to view, ſearch and ſee the ſtate and condition of the reparations of the ſame, and of all defects, defaults and wants of reparations, then and there found, to give or leave notice or warning in writing at or upon the ſaid demiſed premiſſes, to and for the ſaid *S. P.* for repairing and amending the ſame within the time and ſpace of three months then next following; within which ſaid ſpace or time of three months next after every or any ſuch notice or warning, he the ſaid *S. P.* for himſelf, his executors, *&c.* doth hereby covenant and agree to and with the ſaid *M. N.* her executors, *&c.* well and ſufficiently to repair and amend the defects, defaults and wants of reparations ſo to be found as aforeſaid, (except as before excepted.)

That leſſee will pay all taxes;

And further, that he the

the ſaid *S. P.* his executors, *&c.* ſhall and will at all times hereafter, during the term hereby demiſed, (determinable as aforeſaid) bear, ſuſtain, pay and diſcharge all taxes, charges, impoſitions and pariſh duties, which ſhall be taxed, charged, impoſed, or aſſeſſed upon the meſſuage or premiſſes aforeſaid, or any part thereof (except the land tax, or other taxes, chargeable or to be charged on the landlord by act of parliament.) *And* the ſaid *M. N.* for herſelf her executors, *&c.* doth hereby covenant, promiſe, grant and agree to and with the ſaid *S. P.* his executors, *&c.* in manner and form following, *viz.* That he the ſaid *S. P.* his executors, *&c.* paying the yearly rent of ——— and performing all and every the covenants and agreements herein before contained, which on his or their part and behalf are or ought to be paid, done or performed, according to the true intent and meaning of theſe preſents, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage or tenement and premiſſes hereby demiſed, for and during the continuance of this demiſe, without any lawful let, ſuit, trouble or interruption of or by the ſaid *M. N.* her executors, *&c.* or any of them, or by or through her, their or any of their acts, means, default, conſent or procurement, and that always clearly acquitted and diſcharged and ſaved from all rent and rents due and to be due or payable by or upon the original indenture or leaſe, by which the ſaid *M. N.* now holdeth the ſaid demiſed premiſſes for a longer term than is hereby granted. *Whereas* the ſaid *M. N.* hath cauſed the ſum of 500 *l.* to be inſured upon the ſaid meſſuage or tenement and premiſſes, by the Amicable Contributionſhip for inſuring from loſſes by fire, during the term of ſeven years, to be accountable from the ——— day of ——— for which ſaid inſurance ſhe paid the ſum of 4 *l.* 10 *s.* (one moiety whereof the ſaid *S. P.* hath paid and contributed unto the ſaid *M. N.* for that purpoſe, which the ſaid *M. N.* doth hereby acknowledge.) *Now this Indenture further witneſſeth*, that it is hereby mutually agreed and declared between the ſaid parties to theſe preſents ſeverally and reſpectively for themſelves and their ſeveral executors, *&c.* that after the end of the ſaid term of ſeven years, the ſaid ſum of 500 *l.* ſhall from time to time, during the continuance and till the expiration of this preſent leaſe, be continued to be inſured on the ſaid meſſuage, *&c.* thereby to ſecure the ſame from loſs by fire; and that the ſaid 500 *l.* ſhall be from time to time inſured, at the ſole and only charges of the ſaid *S. P.* his executors, *&c.* (*or it may be at their joint charges*, &c. *if ſo agreed.*) *And* that in caſe any loſs or damage ſhall happen to the ſaid meſſuage, *&c.* by fire, that the ſaid *M. F.* her executors, *&c.* ſhall have the whole benefit, not only of the ſaid inſurance already made, but alſo of all ſuch inſurances as ſhall be hereafter made in purſuance thereof for inſuring the ſaid meſſuage, *&c.* from loſs by fire. *And* that the ſaid *M. N.* her executors, *&c.* in ſuch caſe ſhall, with what convenient ſpeed may be, repair the ſaid meſſuage or tenement and premiſſes, and make the ſame fit for habitation of the ſaid *S. P.* and his aſſigns, during the reſidue of the ſaid term hereby demiſed, which ſhall be then to come and unexpired. *In Witneſs*, &c.

except the king's tax.

Covenant for quiet enjoyment.

Recital the leſſor has inſured, &c. for 7 years.

That after the end of 7 years leſſee ſhall continue to inſure.

That leſſor may have the benefit thereof, &c.

A Leaſe

A Leaſe of a Houſe in the Country, in Reverſion, with Covenants to pay Heriots, &c.

Recital of leaſe for 24 years.

THIS *Indenture*, &c. *Between H. H.* of *H.* in the county of *S.* gent. and *E.* his wife, of the one part, and *W. W.* of *M.* in the ſaid county of *S.* of the other part; *Whereas* the ſaid *H.* and *E.* together with *I. H.* father of the ſaid *H.* deceaſed, for a certain ſum of money to them by the ſaid *W. W.* before-hand paid, by their indenture bearing date, &c. *Did* demiſe, grant, ſet and to farm let unto the ſaid *W. W.* all that their meſſuage or tenement, with all edifices and buildings thereunto belonging, together with all lands, meadows, leaſows and paſtures, common of paſtures, commodities and feedings to the ſaid meſſuage or tenement belonging or appertaining, with all and ſingular their appurtenances, ſituate, lying and being in the towns and fields of *M.* aforeſaid, in the county aforeſaid, and then in the tenure or occupation of the ſaid *W. W. To have and to hold* the ſaid meſſuage or tenement, lands, meadows, leaſows, paſtures, commons, commodities and feedings, and all other the premiſſes, with their appurtenances, unto the ſaid *W. W.* his executors and aſſigns, from the feaſt of the purification, &c. laſt paſt, unto the full end and term of twenty-four years from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly, during the ſaid term, to the ſaid *H. H.* and *E.* his wife, or to one of them, or to one of their heirs, &c. 23 ſhillings of lawful money of, &c. as in the ſaid indenture is contained at large: *Now this Indenture Witneſſeth*, That the ſaid *H. H.* and *E.* his wife, for and in conſideration of the ſum of 20 *l.* of lawful money, &c. to the ſaid *H.* and *E.* by the ſaid *W. W.* before or at the enſealing hereof, well and truly paid for and in the name of a fine, whereof the ſaid *H.* and *E.* and each of them do acknowledge themſelves to be fully ſatisfied and paid, and the ſaid *W. W.* his executors, adminiſtrators and aſſigns, thereof to be acquitted, exonerated and diſcharged by theſe preſents, *Have* demiſed, granted, ſet and to farm let, and by theſe preſents, &c. unto the ſaid *W. W.* *All the* aforeſaid meſſuage or tenement, edifices and buildings, with all lands, meadows, leaſows, and commons of paſture to the ſaid meſſuage or tenement belonging, with all other the premiſſes, and their appurtenances, ſituate, lying and being in the town and fields of *M.* aforeſaid, in the ſaid county, in as large and ample manner as the ſaid *W. W.* heretofore hath occupied the ſame; *To have, hold*, occupy and enjoy the ſaid meſſuage or tenement, lands, meadows, leaſows, paſtures, commons, commodities, and all other the premiſſes and every part thereof, with the appurtenances, to the ſaid *W. W.* his executors, adminiſtrators and aſſigns, from the end and expiration of the aforeſaid indenture, that is to ſay, from the feaſt of the purification, &c. which ſhall be in the year of our Lord God, &c. until the full end and term of twenty-one years then next enſuing to be fully compleated and ended; *Yielding*

Conſideration.

Demiſe.

Parcels.

Habendum.

and

Paying therefore yearly during the ſaid term, to the ſaid *H. H.* *E.* his wife, or to either of them, their heirs or aſſigns, the ſum of of, &c. at the two feaſts in the year following, that is to ſay, at feaſt of the Annunciation, &c. and the feaſt of St. *Michael*, &c. portions; *And* if it happen the ſaid yearly rent of 23 *s.* to be and unpaid, in part or in all, by the lawfully demanded, and by time no ſufficient diſtreſs can be found upon the premiſſes, then be lawful to and for the ſaid *H.* and *E.* their heirs or aſſigns, into ſaid meſſuage or tenement, lands, &c. and all other the premiſſes, the appurtenances, to re-enter, and the ſame to repoſſeſs and have as in their former eſtate: *And* the ſaid *W. W.* his executors, and all other occupiers of the ſame, to avoid, expel and put out; indentures, or any thing herein contained to the contrary notwithſtanding. *And* the ſaid *W. W.* doth covenant and grant for him, his &c. to and with the ſaid *H. H.* and *E.* his wife, their and their heirs, executors, &c. the ſaid meſſuage or tenement, and ces or buildings to the ſame belonging, ſufficiently to repair, ſuſtain and keep, together with all hedges and ditches in and the ſaid lands during all the ſaid term, at and upon his own proand charges; and at the end of the ſaid term, the ſaid hedges, ditches, banks, mounds, &c. well and ſufficiently and preſerved, ſhall yield and give up. *And alſo* that he the *W.* his executors and aſſigns, ſhall pay to the ſaid *H.* and *E.* or aſſigns, at the death of every perſon dying tenant in and premiſſes, during the ſaid term, his or their beſt beaſt in the ap heriot. *And alſo* the ſaid *W. W.* doth covenant and grant with the ſaid *H.* and *E.* &c. that he the ſaid *W. W.* ſhall not at hereafter, during the ſaid term, bargain, ſell or aſſign his inor term of years of, in or to the ſaid meſſuage and other the preſ, with the appurtenances, to any perſon or perſons other than to or to one of his ſons, without the ſpecial licence of the ſaid *E.* his wife, or their heirs, on pain of forfeiting his or their eſ- *And that* the ſaid *W. W.* his executors or aſſigns, during the ſaid ſhall yearly pay all chief rents, and yield all other rents and due or to be due to any perſon or perſons out of the ſaid meſor tenement, and other the premiſſes. *And* the ſaid *H. H.* and wife, do covenant and grant, for them, their heirs and aſſigns, with the ſaid *W. W.* his executors, adminiſtrators and aſſigns, ſhall be lawful to the ſaid *W. W.* his executors, adminiſtrators or during all the ſaid term, to have, take, hew and carry away houſe-boot, hay-boot, fire-boot and plough-boot, in and upon premiſſes growing or being, doing no wilful waſte. *Provided al-* that he the ſaid *W. W.* his executors or aſſigns, ſhall not fell or any oak by the butt, nor cut off the top of an oak growing in *Sa-* during the ſaid term, without the conſent and licence of the ſaid *E.* their heirs or aſſigns; *And alſo* the ſaid *W. W.* doth covenant and grant, that his ſon, to whom he intends to aſſign the premiſ- by this indenture, ſhall not aſſign his intereſt in and to the pre- to any perſon or perſons, but to his wife as long as ſhe remain- widow, without the conſent and licence of the ſaid *H.* and *E.* and heirs, upon pain of forfeiting their eſtate. *And* the ſaid *H.* *E.* do covenant and grant, for them and their heirs, to and with the

Covenant if rent behind leſſor to re-enter.

Covenant to repair.

To pay herriot.

That leſſee ſhall not ſell or aſſign his intereſt, &c. other than to his wife or ſon without licence.

To pay chief rent, and other rents and ſervices.

Leſſee to cut houſe-boot, hay-boot, &c.

Proviſo not to cut oak in Sagelee.

That leſſee's ſon ſhall not aſſign his intereſt to any but his wife without licence.

the ſaid *W. W.* his executors, adminiſtrators and aſſigns, that the ſaid *W. W* his executors, adminiſtrators and aſſigns, during all the ſaid term, ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy, &c. (*Add the covenant for quiet enjoyment.*)

A Leaſe to enable one to bring an Ejectment.

THIS *Indenture*, made, &c. *Between T. H.* of ——— of the one part, and *J. A.* of —— of the other part, *Witneſſeth*, that the ſaid *T. H.* for divers good cauſes and conſiderations him hereunto moving, *Hath* demiſed, ſet, and to farm let, and by theſe preſents *Doth* demiſe, &c. unto the ſaid *J. P. All* that, &c. *To have and to hold* the ſaid —— with their and every of their appurtenances, unto the ſaid *J. P.* from the —— day of —— now laſt paſt, for and during, and unto the full end and term of five years from thence next enſuing, and fully to be compleat and ended; *Yielding and Paying* therefore yearly and every year, during the ſaid term, unto the ſaid term, unto the ſaid *T. H.* his executors, adminiſtrators and aſſigns, one peppercorn, (if the ſame ſhall be lawfully demanded) on the feaſt, &c. *To the Intent* and purpoſe, that the ſaid *J. P.* may be and become forthwith the tenant of the ſaid ——— in order that an ejectment may be brought by him as plaintiff, for the recovery of the poſſeſſion thereof, for the ſaid *T. H.* againſt *J. D.* as the caſual ejector. *In Witneſs*, &c.

From a Tenant by the Curteſy, to Truſtees for 80 *Years, if he lives ſo long, to prevent a Merger, on his purchaſing the Inheritance.*

THIS *Indenture*, made, &c. *Between T. R.* of —— of the one part, and *T. J.* of —— and *E. R.* of —— of the other part, *Witneſſeth*, that the ſaid *T. R.* for and in conſideration of the ſum of 5 *s.* of, &c. to him the ſaid *T. R.* in hand paid by the ſaid *T. J.* and *E. R.* or one of them, at, &c. the receipt, &c. *He* the ſaid *T. R. Hath* granted, demiſed, leaſed, and to farm letten, and by theſe preſents *Doth* grant, &c. unto the ſaid *T. J.* and *E. R. All* that, &c. which at any time heretofore were the inheritance of *M.* the late wife of the ſaid *T. R* and wherein the ſaid *T. R.* hath any eſtate for his life, by the curteſy of *England*, or otherwiſe; *To have and to hold* the ſaid meſſuage, lands, tenements, and all and ſingular other the premiſſes hereby granted and intended ſo to be, with their and every their appurtenances, unto the ſaid *T. J.* and *E. R.* their executors, adminiſtrators and aſſigns, from the ——— day of ——— laſt paſt, before the date hereof, for and during, and unto the full end and term of 80 years, if the ſaid *T. R.* ſhall ſo long live; *Upon ſpecial Truſt* and confidence

ge nevertheleſs, and to the intent and purpoſe that theſe preſents, the eſtate hereby granted, ſhall attend and wait upon the freehold inheritance of the ſame premiſſes, the ſaid *T. L.* intending ſhortly urchaſe the inheritance of the ſame premiſſes, and to have the ſame veyed to him and his heirs. *In Witneſs*, &c.

eaſe by way of Articles, whereby Tenant covenants to pay the Fine and Rent beforehand, and whereby Premiſſes let for a Year certain, and afterwards for ſuch further Term as mutually agreed on, &c.

cles of Agreement indented, *&c. Between R. W.* of the one Part, and *A. B.* of the other Part, in Manner as follows, *viz.*

WHEREAS the ſaid *A. B.* hath agreed to accept and take a leaſe from the ſaid *R. W.* of the meſſuage or tenement hereafter d, at the yearly rent of 20 *l.* and, as a ſecurity for payment thereof, agreed to pay every quarter's rent for the ſame, (being 5 *l.* a ter) on or before every quarter-day, during the continuance of id leaſe, in manner as herein after mentioned: *Now theſe Pre-ſents witneſs*, that in conſideration of the ſum of 5 *l.* of lawful money, for the firſt quarter's rent of the ſaid meſſuage, and which for the ter ending at *Michaelmas-day* next, to him the ſaid *R. W.* now in d paid by the ſaid *A. B.* at or before the executing hereof, the re-t whereof is by him the ſaid *R. W.* hereby acknowledged; and alſo conſideration of the ſaid *A. B.* his executors, adminiſtrators or aſ-, paying the ſaid rent by quarterly payments beforehand, and in ideration of the covenants herein after contained on his and their to be performed, he the ſaid *R. W. Hath*, and by theſe preſents demiſe, leaſe, ſet, and to farm let unto the ſaid *A. B. All* that uage or tenement, with its appurtenances, ſituate, *&c.* as the ſame late in the occupation of *F. M.* widow, and now in the occupation *. B.* carpenter; *To have and to hold* the ſaid meſſuage with its ap-tenances, unto the ſaid *A. B.* his executors, adminiſtrators and aſ-from *Midſummer-day* now next enſuing the date hereof, for and g the full term of one year certain, and from thence for and dur-ſuch further term or terms therein as ſhall be mutually agreed on ween the ſaid parties to theſe preſents: *Neverthelefs* after the end of ſt year, this preſent leaſe ſhall end and determine, on either of ſaid parties giving a quarter's notice in writing unto the other of , for ſuch determination of the ſame, and fully to be compleat and id; *Yielding and Paying* therefore unto the ſaid *R. W.* for the firſt of the ſaid term, the rent or ſum of 15 *l.* of lawful money, in ner as follows, *viz.* 5 *l.* part thereof, on *Michaelmas-day* now next, other part thereof, on *Chriſtmas-day* then next, and 5 *l.* on *Lady-* then next following, and which will be in the year of our Lord——

And

And Yielding and Paying unto the ſaid *R. W.* his executors, adminiſtrators and aſſigns, for and during all ſuch further term or terms as ſhall be mutually agreed to be taken of the premiſſes as aforeſaid, at and after the rate of 20 *l. per ann.* the ſame ought to be paid quarterly beforehand, on the ſeveral quarter-days aforeſaid, during the continuance of ſuch further term; the firſt of which quarterly payments to begin and be made on *Midſummer-day*——— and rendering and paying, for the laſt quarter of ſuch further term, the rent of one pepper-corn only (if demanded.) *Item*, the ſaid *A. B.* doth, *&c. (Covenant to pay rent, and to repair*, ſee. Tit. *Covenants.) And further*, that it ſhall and may be lawful to and for the ſaid *R. W.* his executors, adminiſtrators and aſſigns, and all other perſons having a legal right thereto, with workmen or others, or without, twice or oftener yearly, during the continuance of this demiſe, at ſeaſonable times in the day-time to enter and come into and upon the ſaid leaſed premiſſes, to view, ſearch, and ſee the defects and wants of reparation in and about the ſame, and of all ſuch defects and wants of reparation as ſhall be there found, to give or leave notice or warning in writing, in or at the ſaid demiſed premiſſes for the amending thereof: *And* that he the ſaid *A. B.* his, *&c.* ſhall and will, from time to time, and at all times, during the continuance of this demiſe, within the ſpace of three months next after every ſuch notice or warning, well and ſufficiently repair, pave, amend and make good all ſuch defects and wants of reparation, whereof ſuch notice or warning ſhall be ſo given or left as aforeſaid: *And* that, in default thereof, it ſhall and may be lawful to and for the ſaid *R. W.* his executors, adminiſtrators and aſſigns, to order and employ ſuch workmen as he or they ſhall think fit to make and do the ſame amendments and repairs; and that he the ſaid *A. B.* his executors, adminiſtrators or aſſigns, ſhall and will, upon demand, repay unto the ſaid *R. W.* his executors, adminiſtrators and aſſigns, all and every ſuch ſum or ſums of money as he or they ſhall have expended and paid for or about the ſame. *Item*, the ſaid *R. W.* for himſelf, *&c. (Leſſor's covenant for quiet enjoyment*, &c.) *In Witneſs*, &c.

A Leaſe for Twenty-one Years from a Man and his Wife, of the Wife's ſettled Eſtate for her Life, &c.

THIS *Indenture*, made the ——— day of, *&c. Between A. B.* of, *&c.* and *E.* his wife, heretofore *E. B.* widow and relict of *J. B.* of, *&c.* deceaſed, of the one part, and *C. D.* of, *&c.* of the other part, *Witneſſeth*, that for and in conſideration of the rents, covenants and agreements herein after reſerved and contained, which on the part and behalf of the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ought to be paid and performed, *She* the ſaid *E. B.* by virtue of and in purſuance of a power given and reſerved to her in and by one indenture of ſettlement, bearing date on or about the ——— day of ——— 1739, and all other powers her in that behalf enabling, and by and with the privity and conſent of the ſaid *A. B.* teſtifying by his ſign-

ing

ing and ſealing theſe preſents, *Hath* demiſed, leaſed and granted, and by theſe preſents *Doth* demiſe, leaſe and grant, and the ſaid *A. B.* as far as he can or lawfully may, *Doth* demiſe, leaſe, ratify and confirm, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, *All* that capital meſſuage, &c. *To have and to hold* the ſaid capital meſſuage, hereby demiſed, granted and confirmed, or mentioned or intended to be, with their and every of their appurtenances, unto the ſaid *C.* his executors, adminiſtrators and aſſigns, from the feaſt day of St. *the Baptiſt* laſt paſt, before the date hereof, for and during and unto the full end and term of twenty-one years, from thence next enſuing and fully to be compleat and ended, or for ſuch leſs term than twenty-one years, as he the ſaid *C. D.* his executors or adminiſtrators, ſhall think proper, purſuant to the proviſo or agreement herein after mentioned and contained, *Yielding and paying* therefore yearly and every year, during the ſaid term hereby demiſed and granted unto the ſaid *A.* and *E. B.* his wife, or ſuch perſon or perſons as ſhall be intitled to the freehold or inheritance of the premiſſes for the time being, the yearly ſum of ——— *l.* of lawful money of *Great Britain*, at or on the two uſual feaſts or days of payment, (that is to ſay) the feaſt of St. *the Baptiſt*, and the feaſt of our *Lord Chriſt*, in every year, by even and equal portions; *And* the ſaid *C. D.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant and grant to and with the ſaid *A. B.* and *E. B.* her heirs and aſſigns, that the ſaid *C. D.* his executors, adminiſtrators and aſſigns, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid the ſaid yearly rent of ——— *l.* at the times and in manner herein before mentioned and appointed for payment thereof; *And alſo* ſhall and will from time to time, and at all times hereafter during the ſaid term hereby demiſed, well and ſufficiently repair, uphold, ſupport, maintain, ſuſtain, amend, pave, purge, ſcower, cleanſe, empty and keep the ſaid capital meſſuage or manſion houſe, and all other the premiſſes hereby demiſed, with every and every of their appurtenances, and all the glaſs windows, tenements, privies, ſinks, gutters and wydraughts to the ſame belonging, in by and with all and all manner of needful and neceſſary reparations and amendments whatſoever, when, where, and as often as need or occaſion ſhall be and require during the ſaid term, (caſualties by fire, wind, ſtorms and tempeſts excepted); the ſaid *C. D.* his executors, adminiſtrators or aſſigns, being allowed rough timber and ſufficient rafters for the reparations thereof, to be aſſigned for the uſe of the ſaid *C. D.* his executors, adminiſtrators or aſſigns, within three months after he or they ſhall demand or have occaſion for the ſame: *And* the ſaid capital meſſuage or manſion-houſe, lands, hereditaments and premiſes, with the appurtenances thereto belonging, ſo being in and by all things well and ſufficiently repaired, upheld, ſupported, ſuſtained, ſcowered, paved, purged, ſcowered, cleanſed, emptied, maintained and amended, at the end and expiration of the ſaid term of twenty-one years, or other ſooner determination of this preſent leaſe or demiſe, which ſhall firſt happen, ſhall and will peaceably and quietly leave, ſurrender and yield up unto the ſaid *E. B.* or ſuch perſon or perſons as ſhall be intitled to the ſame for the time being, his, her or their heirs or aſſigns, together with all the goods, furniture, doors, locks, keys, bolts, bars, ſhelves, partitions, chimney-pieces and other things now therein,

therein, and which are more particularly mentioned in a ſchedule hereunto annexed, in as good caſe and condition as the ſame now are or may be (the reaſonable uſe and wearing thereof, accidents and caſualties by fire in the mean time, only excepted.) *And further*, that it ſhall and may be lawful to and for the ſaid *E. B.* or her aſſigns, or ſuch perſon or perſons as ſhall be intitled to the ſaid capital meſſuage or manſion-houſe, lands, hereditaments and premiſſes for the time being, with workmen or others, in his, her, or their company, or without, twice or oftener in every year, yearly, during the ſaid term, at convenient times in the day-time to enter and come into and upon the ſaid demiſed premiſſes, or any part thereof, there to view, ſearch and ſee the ſtate and condition of the reparations thereof; and of all ſuch defects, decays and wants of reparations upon every ſuch view to be found, to give or leave notice or warning in writing at the ſaid demiſed premiſſes, to and for the ſaid *C. D.* his executors, adminiſtrators and aſſigns, to repair and amend the ſame within the term or ſpace of three months next following, within which ſaid term or ſpace of three months, he the ſaid *C. D.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *E. B.* or ſuch perſon or perſons as ſhall be intitled to the ſaid capital meſſuage or manſion-houſe, lands and premiſſes for the time being, well and ſufficiently to repair and amend all and every ſuch decays and want of reparation (except as before is excepted); and the ſaid *C. D.* his executors, adminiſtrators or aſſigns, having rough timber firſt aſſigned to him for that purpoſe. *Provided always*, that if it ſhall happen the ſaid yearly rent of ——— *l.* or any part thereof, be behind or unpaid, in part or in all, by the ſpace of twenty-eight days next over or after any of the feaſts or days of payment on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) that then and from thenceforth it ſhall and may be lawful to and for the ſaid *A. B.* and *E. B.* his wife, or the perſon or perſons who ſhall be intitled to the ſaid capital meſſuage or manſion houſe, lands and premiſſes, in remainder or reverſion, for the time being, his, her and their heirs or aſſigns, or any of them, into the ſaid demiſed premiſſes, or any part thereof, in the name of the whole, wholly to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in his, her or their firſt and former eſtate; and the ſaid *C. D.* his executors, adminiſtrators and aſſigns, and all other occupiers thereof, thereout and from thence utterly to expel, put out and amove; this indenture, or any thing herein contained to the contrary in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his heirs, executors, and adminiſtrators, and for the ſaid *E.* his wife, doth hereby covenant, promiſe and agree to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that they the ſaid *A. B.* and *E.* his wife, or one of them, or the perſon intitled to the freehold or inheritance of the premiſſes for the time being, ſhall and will, yearly and every year during the ſaid term hereby demiſed, well and truly pay or cauſe to be paid. *(Leſſor covenants to pay all taxes except*, &c. *and indemnify leſſee therefrom). And further*, that he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, paying the ſaid yearly rent of ——— *l.* in manner and form aforeſaid, and obſerving, performing, fulfilling and keeping all and ſingular the covenants, grants, clauſes, articles, proviſoes, conditions and agreements, which on his and their parts and behalfs ought to be

be paid, obſerved, performed, fulfilled and kept, ſhall and lawfully may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid capital meſſuage or manſion-houſe, and all and ſingular other the premiſſes, with their and every of their appurtenances, above by theſe preſents demiſed and granted, or intended ſo to be, for and during all the ſaid term of twenty-one years hereby demiſed (determinable as herein after is mentioned) without the lawful let, hint, trouble, moleſtation or interruption, of, from, or by the ſaid *A.* and *C.* his wife, or either of them, or of, from or by any other perſon or perſons whatſoever: *Provided alſo*, and it is hereby further declared and agreed, that in caſe the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall be minded or deſirous to leave and depart from the ſaid capital meſſuage or manſion-houſe and premiſſes before mentioned to be demiſed, at the end or expiration of the ſaid ſeven years, eleven years, fourteen years, or eighteen years of the ſaid term of twenty-one years, to be computed from the commencement of this preſent leaſe or demiſe, and of ſuch his or their mind or intention ſhall give or leave notice in writing to or for the aforeſaid *A. B.* and *E. B.* or one of them, or the perſon who ſhall then be intitled to the ſaid capital meſſuage or manſion houſe and premiſſes, or ſhall receive the laſt half year's rent or other rent then due, ſix months before the end of the ſaid ſeveral terms of ſeven years, eleven years, fourteen years, or eighteen years, and ſhall pay all ſuch rent and arrears of rent as ſhall be then due by virtue of theſe preſents, and leave the premiſſes in repair, according to the true intent and meaning of theſe preſents, then, at the end or expiration of the ſaid ſeven years, eleven years, fourteen years, or eighteen years, to be computed as aforeſaid, this preſent leaſe, and every thing therein contained, ſhall ceaſe, determine, and be abſolutely void, any thing herein contained to the contrary thereof notwithſtanding. *In Witneſs*, &c.

Of a Houſe from the Parſon and Churchwardens of a Pariſh, with the Aſſent and Conſent of the Pariſhioners, in Conſideration of ſurrendering a former Leaſe, and of rebuilding the Houſe, &c.

THIS *Indenture*, made, &c. *Between W. B.* doctor in divinity, parſon of the pariſh-church of ——— in *L.* and *M. B.* citizen and clothworker of *L.* and *J. H.* citizen and ſpectacle-maker of *L.* churchwardens of the ſaid pariſh-church, of the one part, and *E. E.* of —— of the other part, *Witneſſeth*, that the ſaid parſon and churchwardens, by and with the aſſent, conſent and agreement, of the major part of the moſt ancient and diſcreet pariſhioners of the ſaid pariſh, as well for and in conſideration, &c. *(of ſurrendering a former leaſe)* and for and in conſideration of the ſum of, &c. to them in hand paid, at, &c. by the ſaid *E. E.* to and for the uſe and behoof of the pariſhioners of the ſaid pariſh, to be diſpoſed of at their diſcretions; and for and in conſideration of, &c. *(Building)* as alſo for and in conſideration of the yearly rent of, &c. and the covenants and agreements herein after mentioned to be paid, done and performed; *Have* demiſed, &c. *All*, &c. *To have and to hold*, &c. *Yielding and paying* therefore yearly, &c. unto the ſaid parſon and churchwardens, and their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being; *To and for the Uſe* and behoof of the pariſhioners of the ſaid pariſh for the time being, the rent or ſum of, &c. at, &c. *(Covenants added, &c.)* *And*, &c. covenant, &c. and agree to and with every of them by theſe preſents, in manner, &c. ſhall and will well and truly pay or cauſe to be paid unto the ſaid parſon and churchwardens, and their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being, to and for the uſe of the pariſhioners of the ſaid pariſh for the time being, the yearly rent or ſum of, &c. at the days and times, and manner and form aforeſaid, during the ſaid term hereby demiſed; *And* &c. to and for the ſaid parſon and churchwardens, and their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being, or any of them, or any of the pariſhioners of the ſaid pariſh of ——— with workmen or without, twice, &c. to enter, &c. and ſee whether the premiſſes be well and ſufficiently repaired, made, amended and kept as the ſame ought to be, or not, and of all ſuch defaults, defects, or wants of reparations, ſo then and there from time to time, by them or any of them found, to give or leave notice or warning in writing at the ſaid leaſed premiſſes, to or for the ſaid *E. E.* his executors, adminiſtrators or aſſigns, to repair and amend the ſame defaults, defects and wants of reparations, within the time or ſpace of three months, then

Covenant to pay the rent.

Leſſor may view the premiſſes.

next

next following: within the time and ſpace of which ſaid three months, he the ſaid *E. E.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid parſon and churchwardens, and their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being, well and ſufficiently to repair and amend the ſame accordingly; *And moreover*, that he the ſaid *E. E.* his, *&c.* or ſome or one of them, ſhall and will, from time to time, and at all times, during this preſent leaſe, at his and their own proper coſt and charges, bear, pay and diſcharge all ſuch taxes, duties, payments, aſſeſſments and impoſitions whatſoever, either ordinary or extraordinary, or whether civil or military, which ſhall or may be aſſeſſed, taxed or impoſed upon him the ſaid *E. E.* his executors, adminiſtrators or aſſigns, or upon the ſaid demiſed premiſſes, or the ſaid parſon and church wardens, or their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being, as landlord or landlords of the premiſſes; and alſo all pariſh duties, payments to the poor, watch and ward, ſcavenger's wages, and other payments to grow due, to be paid for or in reſpect of the premiſſes, during this preſent leaſe; and of and from all and every the taxes, aſſeſſments, payments, duties and impoſitions aforeſaid to grow due, to be paid for or in reſpect of the premiſſes, and of and from all actions, ſuits, troubles, coſts, charges, damages and demands whatſoever, touching or concerning the ſame, ſhall and will clearly acquit and diſcharge the ſaid demiſed premiſſes, and alſo the ſaid parſon and churchwardens, and their ſucceſſors and aſſigns, from time to time, and at all times, during this preſent leaſe: *Provided*, &c ——— lawfully demanded; or if the repairs of the ſaid demiſed premiſſes ſhall not be made and done from time to time, during the ſaid term, within the term of three months next after warning, to be given or left in writing as aforeſaid, (according to the covenant aforeſaid of the ſaid *E. E.* in that behalf); that then and from thenceforth, in either of the ſaid caſes, it ſhall and may be lawful to and for the ſaid parſon and churchwardens of the ſaid pariſh-church for the time being, into the ſaid, *&c.* to re-enter, *&c.* *And* the ſaid *E. E.* for himſelf, his, *&c.* doth further covenant, promiſe and grant to and with the ſaid parſon and churchwardens, and their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being, and to and with every of them by theſe preſents, in manner and form following; (that is to ſay) that he the ſaid *E. E.* his executors, adminiſtrators or aſſigns, ſhall and will at their own proper coſts and charges, within twelve months next enſuing the date of theſe preſents, take down the meſſuage or tenement afore hereby demiſed, and in the place and ſtead thereof, within the time afore mentioned, erect and new build one ſubſtantial houſe of good materials; and alſo that he the ſaid *E. E.* his executors, adminiſtrators or aſſigns, ſhall and will, from time to time, and at all times hereafter, from the day of the date hereof, and during the ſaid term hereby granted, well and ſufficiently ſave, defend and keep harmleſs, the ſaid parſon and churchwardens of the ſaid pariſh, and their ſucceſſors, parſon and churchwardens of the ſaid pariſh-church for the time being, and every of them, of and from all indictments concerning irregular buildings, incroachments, jetties and purpreſtures of the meſſuage or tenement afore demiſed, and of the meſſuage or tenement to be erected inſtead thereof,

Leſſee to pay taxes.

In default of paying rent, or of repairing, the leſſors may re-enter.

That the leſſee will rebuild the houſe, and indemnify the leſſors from incroachments or irregularity of the building.

thereof, and of and from all trouble, coſts, charges, executions and damages whatſoever concerning the ſame, or any of them, in any manner or wiſe.

The Aſſent of ſome of the Pariſhioners indorſed.

We, whoſe names are hereunder written, pariſhioners of the pariſh of *St. B.* within mentioned, do hereby conſent and agree to the within written leaſe: witneſs our hands the day and year firſt within written.

Leaſe from an Adminiſtrator and Guardian of an Infant.

THIS *Indenture*, &c. *Between J. T.* of, *&c.* eſq; adminiſtrator of the goods and chattels of his late brother Sir *E. T.* late of, *&c.* bart. deceaſed, during the minority of Sir *E. T.* bart (ſon and heir of the ſaid Sir *E. T.* deceaſed, and which, ſaid *J. T.* is guardian of the ſaid Sir *E. T.* the ſon) and alſo the ſame Sir *E. T.* of the one part, and *R. R.* of, *&c.* of the other part. *Whereas* by certain articles, *&c. (recital of articles for building): And Whereas* the ſaid houſe, with its appurtenances, ſo covenanted to be built and finiſhed, on the behalf and at the charge of the ſaid Sir *E. T.* deceaſed, his executors or adminiſtrators, has been by him and them ſo well built and finiſhed accordingly, but the ſame was not ſo done until *Chriſtmas-day* now laſt paſt: *And Whereas* there having been actually laid out and expended by the ſaid Sir *E. T.* in his life-time, and by his adminiſtrator ſince his death, in the building and finiſhing the ſaid houſe, with its appurtenances, the ſum of 40*l.* over and above the ſaid ſum of 120*l.* by the ſaid articles ſo covenanted to be by him and them laid out in building and finiſhing the ſame as aforeſaid; he the ſaid *R R.* party hereto, in conſideration thereof, (and inſtead and in lieu of the ſaid yearly rent of 6*l.* to be by him paid, according to the ſaid articles for the ſaid houſe and premiſſes) hath agreed to pay, in augmentation of the ſame rent, the further yearly ſum of 40*s.* compleat and make up the yearly rent 8*l.* for the ſaid houſe, with its appurtenances hereby leaſed, payable in ſuch manner as herein after is mentioned and reſerved; *Now this Indenture witneſſeth*, that in purſuance and performance of the covenant in the ſaid recited articles contained on the part and behalf of the ſaid Sir *E. T.* deceaſed, his heirs, executors and adminiſtrators, for the granting of a leaſe of the ſaid new built-houſe with its appurtenances, unto the ſaid *R R.* his executors, adminiſtrators and aſſigns, and alſo in conſideration of the yearly rent and covenants herein after reſerved and contained, on his and their part and behalf to be paid and performed, he the ſaid *J. T.* (as adminiſtrator of the ſaid Sir *E. T.* deceaſed, and alſo as guardian of his

his ſon Sir *E. T.* party hereto, and for and on his behalf, and by and with his privity, conſent and approbation, teſtified by his executing hereof) *Hath* demiſed, leaſed and to farm letten, and by theſe preſents he the ſaid *J. T.* (by and with the conſent, privity and approbation of the before named *A. R.* teſtified by her being a witneſs to the executing of theſe preſents) *Doth* demiſe, &c. unto the ſaid *R. R.* party hereto, his executors, adminiſtrators and aſſigns, *All* that the ſaid new built houſe, meſſuage or tenement, &c.

Leaſe from Mother and Son to a Leſſee, with two Reddendums, *the one to the Mother for Life, and the other to the Son and his Heirs after her Death.*

THIS *Indenture*, &c. *Between S. M.* of &c. widow, and *J. M.* of the pariſh of, &c. gent of the one part, and *G. H.* of, &c. eſq; of the other part, *Witneſſeth*, that the ſaid *S. M.* and *J. M.* in conſideration of the rents and covenants herein after reſerved and contained on the part and behalf of the ſaid *C. H.* his executors or adminiſtrators, to be paid and performed, *Have* demiſed, granted and to farm letten, and by theſe preſents *Do* demiſe, &c. unto the ſaid *C. H.* his executors and adminiſtrators, *All* that, &c. *To have and to hold* the ſaid meſſuage, unto the ſaid *C. H.* his executors, &c. from, &c. for &c. *Yielding and Paying* therefore unto the ſaid *S. M.* and her aſſigns, yearly and every year, during ſo much of the ſaid term as ſhe ſhall happen to live, the yearly rent or ſum of 23 *l.* of lawful, &c. on the two moſt uſual feaſt-days or days of payment in the year, that is to ſay, the *Annunciation* of the Bleſſed Virgin *Mary*, and the feaſt of St. *Michael* the Archangel, by even and equal portions; *And yielding and paying* unto the ſaid *J. M.* his heirs and aſſigns, from and after the death of the ſaid *S. M.* for and during ſo much of the ſaid term of twenty one years as ſhall be then to come and unexpired, the aforeſaid yearly rent of 23 *l.* at the ſame two uſual feaſt-days and days of payment, and by even and equal portions. (*Covenants*, &c.)

Demiſe from the Mother and her ſecond Huſband to her Son by the firſt Huſband for 99 *Years, of an Eſtate wherein the Mother was Tenant for Life.*

THIS *Indenture*, made, &c. *Between A. B.* of, &c. and *F.* his wife, (which ſaid *F.* was the late wife of *W. W.* late of, &c. deceaſed, who was the eldeſt ſon of *W. W.* late of, &c. alſo deceaſed, and which ſaid *F.* was the only daughter of *T. M.* late of, &c. clerk, likewiſe

likewiſe deceaſed) of the one part, and *T. W.* of, *&c.* (the only ſon and heir of the ſaid *W. W.* the ſon, and the ſaid *F.* his wife,) of the other part. *Whereas* by indenture bearing date, *&c.* and made between the ſaid *W. W.* the father, of the one part, and the ſaid *W. W.* the ſon, of the other part, the ſaid *W. W.* the father (for the conſiderations therein mentioned) did for himſelf and his heirs covenant with the ſaid *W. W.* the ſon and his heirs, that he the ſaid *W. W.* the father and his heirs, and all other perſons whatſoever, who then or hereafter ſhould be entitled to a meſſuage, *&c.* ſituate, *&c.* therein and herein after mentioned, ſhould from thenceforth ſtand and be ſeiſed of the ſaid meſſuages, lands and premiſſes, to the following uſes, *viz.* To the uſe of the father *&ux'* for life, remainder to the ſon and *F.* his wife for their reſpective lives, with remainder to their heirs begotten or to be begotten, remainder to the right heirs of the father: *And whereas* by one other indenture, dated, *&c.* 1702, and made between the ſaid *T. M.* and *W. W.* the ſon and *F.* his wife, as above, *&c.* of another meſſuage, *&c.* as by the ſaid ſeveral in part recited indentures, *&c. And Whereas* the ſaid *W. W.* the father, *A.* his wife, *T. M.* and *W. W.* the ſon, being all dead, ſhe the ſaid *F. B.* (late *W.*) by virtue of the before recited indenture, is now entitled to an eſtate for life of and in the ſaid premiſſes, and he the ſaid *T. W.* party hereto, (being the only ſon and heir of the ſaid *W. W.* the ſon by the ſaid *F.* his wife) will after the death of the ſaid *F.* by virtue of the ſaid ſeveral recited indentures, become ſeiſed of the ſaid meſſuages, or tenements and premiſſes, to him and his heirs: *And whereas* the ſaid *T. W.* being now of age, they the ſaid *A. B.* and *F.* his wife, to the intent the better to enable him to ſupport himſelf, and for the better preferment and advancement of him the ſaid *T. W.* in the world, have agreed, that ſhe the ſaid *F.* ſhall relinquiſh her eſtate for life of and in the ſaid premiſſes, and that the ſaid meſſuages, lands and premiſſes, ſhall be by them demiſed to the ſaid *T. S.* in ſuch manner as herein after mentioned; *Now this Indenture witneſſeth*, that they the ſaid *A. B.* and *F.* his wife, in purſuance and performance of the ſaid agreement, and to the intent aforeſaid, and for and in conſideration of the natural love and affection which ſhe the ſaid *F.* hath for and beareth to the ſaid *T. W.* her ſon, and alſo for and in conſideration of the ſum of 5 *s.* of, *&c.* to them the ſaid *A. B.* and *F.* his wife in hand paid by the ſaid *T. W.* at or before, *&c.* the receipt whereof is by them hereby reſpectively acknowledged, and for divers other good cauſes and valuable conſiderations them thereunto eſpecially moving, they the ſaid *A. B.* and *F. Have*, and each of them *Hath*, and by theſe preſents *Do*, and each of them *Doth* freely, clearly and abſolutely grant, bargain, ſell, demiſe, aſſign and ſurrender unto the ſaid *T. W. All* that the before mentioned meſſuage, *&c.* (*The premiſſes as compriſed in the firſt recited indenture*) and alſo all that other meſſuage, *&c.* (*The premiſſes as compriſed in the ſecond recited indenture*) together with all out-houſes, *&c.* (*general words*) *habendum* the ſaid premiſſes *cum pertinentiis* to the ſaid *T. W.* his executors, *&c.* from *Midſummer* laſt, for and during and unto the full end and term of 99 years from thence next enſuing, if ſhe the ſaid *F. B.* ſhall ſo long live, and fully to be compleat and ended (*ſans waſte*) at the rent of a pepper-corn, *&c.* *In Witneſs* &c.

Recitals, *viz.* the huſband's father's deed to ſtand ſeiſed of a meſſuage, &c.

The like deed from the wife's father of another meſſuage and lands, &c.

Demiſe from the Huſband to two Truſtees, roberely the Huſband, in conſideration of his Wife's having joined with him in levying a Fine, grants a Meſſuage and Lands, in Truſt that his Wife may have the Rents thereof during her Life.

THIS *Indenture*, made, &c. *Between J. A.* of, &c. and *S.* his wife, of the one part, and *H. S.* of, &c. eſq; and *E. St. J.* &c. of the other part *Whereas W. B.* a commoner of *Baliol* college, by his laſt will and teſtament in writing, duly executed, bearing &c. (amongſt other things) did thereby give and deviſe to his loving [illegible] the wife of *J. A.* being the ſaid *S. A.* party hereto, *All* that his teſtator's meſſuage, &c. *To hold* to his ſaid ſiſter *S. A.* for and [illegible] the term of her natural life; and from and immediately after her [illegible], he the ſaid teſtator gave and deviſed the ſame unto his niece [illegible] (the daughter of his ſaid ſiſter S.) and her heirs and aſſigns for [illegible] as in and by the ſaid in part recited will, proved by *R. B.* gent. teſtator's brother) ſole executor thereof, in the proper eccleſiaſtical [illegible] relation, &c. *And whereas* by indentures of leaſe and releaſe, [illegible] bearing date the day next before, and the releaſe bearing even [illegible] herewith, and both executed immediately before theſe preſents, the releaſe being *tripartite*, and made or mentioned to be made between ſaid *J. A.* (by ſuch other addition as therein mentioned) and *S.* his [illegible] of the firſt part, *W. C.* of, &c. yeoman, of the ſecond part, and ſaid *R. B.* (by the name of, &c. gent.) of the third part, (reciting [illegible] therein is recited) and for the ſeveral conſiderations therein mentioned expreſſed, and by virtue of a fine *ſur conuſance*, &c. therein now- [illegible] and agreed to be levied (the ſeveral meſſuages, &c. are by them ſaid *J. A.* and *S.* his wife and *W. C.* granted, releaſed and con- [illegible] by way of mortgage) unto and to the uſe of the ſaid *R. B.* his [illegible] and aſſigns for ever; *ſubject nevertheleſs* to a proviſo in the ſaid in- [illegible] of releaſe contained for redemption of the ſaid mortgaged pre- [illegible] payment by the ſaid *J. A.* his heirs, executors or aſſigns, unto [illegible] *R. B* his executors, adminiſtrators or aſſigns, of the principal [illegible] of 1400*l.* and intereſt, in ſuch manner as therein is mentioned and [illegible] ; as in and by the ſaid in part recited indentures of leaſe and [illegible] (relation being to them reſpectively had) more fully and at large [illegible] ; *And whereas* previous to and before the executing of the [illegible] indentures of leaſe and releaſe, and in conſideration that ſhe the ſaid [illegible] of the ſaid *J. A.* hath thereby, and by the ſaid fine ſo covenant- [illegible] be levied as aforeſaid, abſolutely releaſed and barred herſelf of all [illegible] right and title of dower of, in and to the ſaid mortgaged hereditа- [illegible] and premiſes, he the ſaid *J. A.* propoſed and agreed to demiſe [illegible] meſſuage, &c. by the recited will ſo deviſed to the ſaid *S.* his

wife

wife for her life as aforeſaid, unto them the ſaid *H.* and *E. St. J. in truſt* to permit the ſaid *S.* his wife to receive the rents, iſſues and profits thereof during her life, for her ſole and ſeparate uſe, benefit and diſpoſal, excluſive of him the ſaid *J. A.* in ſuch manner as herein after is for that purpoſe mentioned and expreſſed: *Now this Indenture witneſſeth*, that the ſaid *J. A.* in purſuance and performance of the ſaid recited agreement, and in conſideration of her the ſaid *S.* his wife having joined in the ſaid fine, and barred herſelf of ſuch right and title of dower in and to the ſaid mortgaged premiſſes as aforeſaid, and alſo in conſideration of the ſum of 5 *s.* of lawful money to him in hand paid by the ſaid *H. S.* and *E. St. J.* at, *&c.* the executing hereof, the receipt whereof is by him hereby acknowledged, *Hath* demiſed, granted, leaſed and to farm letten, and by theſe preſents *Doth* demiſe, *&c.* unto the ſaid *H. S.* and *E. St. J.* their executors, adminiſtrators and aſſigns, *All* that the herein before mentioned meſſuage, *&c.* which in and by the ſaid recited will were by him the ſaid *W. B.* given and deviſed to the ſaid *S. A* during her life as aforeſaid, and as the ſame premiſſes are now in the occupation of the ſaid *T. B.* or his undertenants, together with all and ſingular out-houſes, *&c. To have and to hold*—the ſaid meſſuage, *&c.* herein before mentioned and intended to be hereby demiſed, with their appurtenances, unto the ſaid *H. S.* and *E. St. J.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during the full term of 99 years from thence next enſuing, if ſhe the ſaid *S. A.* ſhall ſo long live, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, during the continuance of the ſaid term, unto the ſaid *J. A* the rent of one pepper corn only on *Michaelmas-Day*, yearly, if the ſame ſhall be lawfully demanded; *Neverthelefs* to, for and upon the truſt, intents and purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, *Upon this ſpecial Truſt*, that they the ſaid truſtees, the ſaid *H S.* and *E. St. J.* or the ſurvivor of them, his executors, adminiſtrators or aſſigns, ſhall and do either pay to, or elſe permit and ſuffer the ſaid *S. A.* or her aſſigns (the ſame to be at her election) to receive all the clear yearly rents, iſſues and profits of the ſaid hereby demiſed meſſuage, *&c* the ſame to go and be to and for the ſole, ſeparate, perſonal and peculiar uſe, benefit and diſpoſal of her the ſaid *S. A.* and her aſſigns, during her life, and not to be paid to the ſaid *J. A.* her huſband, or as he ſhall appoint, but to be paid to the proper hands of her the ſaid *S.* or to ſuch perſon or perſons as ſhe (by any note or writing to be by her ſigned with her name of her own proper hand-writing, notwithſtanding her preſent coverture, and as if ſhe were a feme ſole) ſhall from time to time direct or appoint, and that the ſame, or any part thereof, ſhall not from henceforth in any wiſe be ſubject or liable to the diſpoſal, intermeddling, controul, engagements, debts or incumbrances of him the ſaid *J. A.* her huſband, and that the receipts of her the ſaid *S. A* ſigned by her proper hand, (notwithſtanding her preſent coverture) or of ſuch perſon or perſons ſo by her appointed to receive the ſame as aforeſaid, ſhall from time to time and at all times, be good and ſufficient diſcharges, as well to the ſaid truſtees, their executors and aſſigns, as alſo to all and every the tenants of the ſaid premiſſes who are or ſhall be liable to pay the ſame, or any part thereof, for ſo much as ſhall be by her or them thereby acknowledged

…dged to be ſo received from them or any of them. *Provided always*, …hat from and immediately after the death of the ſaid *S. A.* (all arrears …f rent at her death having been to her or her aſſigns paid off and diſ…harged) then the ſaid term of 99 years ſhall ceaſe, determine and be …tterly void; any thing to the contrary thereof notwithſtanding. *In …eſs*, &c.

…k from the Maſter, Brothers and Siſters of the Hoſpital of St. Katherine near the Tower.

— *Between W. F.* eſq; maſter of the hoſpital or free chapel of St. …atherine near the *Tower of London*, and the brothers and ſiſters of the …d hoſpital, of the one part, and *M. P.* of, &c. of the other part, …neſſeth, that the ſaid maſter, brothers and ſiſters, *As well* for and in …ideration of the ſurrender of a former leaſe, of the premiſſes here…after leaſed, bearing date on or about the 22d day of. &c. *As alſo* …aid in conſideration of the ſum, &c. to them the ſaid maſter, bro…ers and ſiſters, in hand, &c. *As likewiſe* for and in conſideration of …advancement of the rent and covenants herein after mentioned and …preſſed, and alſo for divers, &c. moving with one aſſent, free will …d conſent, *Have* leaſed, &c. and by theſe preſents for them and their …ceſſors, *Do* leaſe, &c. *To have*, &c. *Yielding and paying* therefore …rly, &c. to the ſaid maſter, brothers and ſiſters, their ſucceſſors and …gns, or to their receiver, ——— *l.* of, &c. at, &c.

Conſidera…tions.
1. Surrender of old leaſe.
2. Money paid.
3. Rent, &c.

…Leaſe of a Houſe in London *from two Perſons, to one for* 21 *Years, determinable at the End of the firſt* 10 *or* 14 *Years.*

THIS *Indenture*, &c. *Between A.* and *B.* of, &c. of the one part, and *C.* of the other part, *Witneſſeth*, that *As well* for and …n conſideration of the ſum of 50 *l.* of, &c. to them the ſaid *A.* and *B.* …r one of them in hand well and truly paid by the ſaid *C.* at or before …e executing of theſe preſents, as and for a fine for the leaſe hereby …ade of the herein after demiſed premiſſes, the re ipt of which ſaid 50 *l.* …e ſaid *A.* and *B.* do hereby reſpectively acknowledge, and thereof, …c. *As alſo* in conſideration that the ſaid *C*, hath before the executing …reof ſurrendered unto them a former leaſe dated ——— and made …m them the ſaid *A.* and *B.* to the ſaid *C*, of the ſaid hereby leaſed …emiſſes for ——— years to be cancelled, *As likewiſe* in conſideration …f the great coſts and charges which he the ſaid *C.* hath been at and ex…pended

Conſidera…tions (viz.)
A fine.
Surrender of a former leaſe to be cancelled.
Leſſee's charges of

altering and amending.

Rent and covenants.

Leaſe. Parcels.

A liberty of a water-courſe. The like for a way.

Uſe of goods.

Exception to ſee Lord Mayor's ſhow, &c.

Vid. proviſo to this purpoſe, *infra* under *Vid. Proviſo.*

ponded in and about altering, repairing and amending, of the meſſuage or tenement and premiſſes herein after demiſed, *As alſo* in conſideration of the rents, covenants, conditions and agreements, herein after reſerved and contained on the part and behalf of the ſaid *C.* his executors, adminiſtrators and aſſigns, to be paid, done and performed, *They*, the ſaid *A.* and *B. Have*, and each of them *Hath* demiſed, granted, leaſed, and to farm letten, and by theſe preſents *Do*, and each of them *Doth* demiſe, &c. unto the ſaid *C.* his executors, adminiſtrators and aſſigns, *All* that brick meſſuage or tenement ſituate, &c. in *London*, commonly called or known by the name or ſign of the *Black Swan*, and as the ſame now is in the tenure or occupation of the ſaid *C.* or his aſſigns, *Together* with free liberty for the ſaid *C.* his executors, adminiſtrators and aſſigns, to enjoy and continue the watercourſe already made from the premiſſes into the ſtreet there, and to amend and cleanſe the ſame from time to time during the term hereunder granted, *And together alſo* with the free uſe, benefit, way and paſſage, in, by, through and from, &c. *Together with* all out houſes, edifices, buildings, ſheds, yards, cellars, vaults, ſolars, ſhops, rooms, chambers, ways, paſſages, lights, eaſements, watercourſes, profits, commodities and appurtenances whatſoever, to the ſaid demiſed meſſuage or tenement and premiſſes belonging or in any wiſe appertaining, or therewith uſed, occupied, and as the ſame now is in the tenure or occupation of the ſaid *C.* his undertenants or aſſigns, *Together with* the free uſe and wear of all and ſingular the goods, furniture, utenſils, and implements of houſhold and other things belonging to the ſaid *A.* and *B.* and which are now ſtanding and being in, about, or belonging to the ſaid hereby demiſed meſſuage or tenement, and the out-houſes and premiſſes thereto belonging, and which are particularly mentioned and ſet forth in a ſchedule or inventory hereunder written; except and always reſerved unto the ſaid *A.* and *B.* their executors, adminiſtrators and aſſigns, liberty for them and ſuch other perſons as they or either of them ſhall appoint, (not exceeding in number four perſons) to ſtand in the balcony belonging to the ſaid hereby demiſed meſſuage, and to ſee the ſhows and paſtimes that ſhall be or appear in the ſtreets near thereunto, upon the day commonly called Lord Mayor's day, and on ſuch other eminent or feſtival days, whereon any ſhows or paſtimes or other publick matters ſhall appear to be exhibited, and liberty to paſs and repaſs to and from the ſaid balcony for the purpoſe aforeſaid, by and through the ſaid hereby demiſed meſſuage or tenement, from time to time, and at all times during the ſaid term hereunder granted; *To have and to hold* the ſaid meſſuage or tenement, liberty, and all and ſingular other the premiſſes herein before mentioned, and intended to be hereby demiſed, with their and every of their appurtenances (except as before excepted) unto the ſaid *C.* his executors, adminiſtrators and aſſigns, from the feaſt day of the Annunciation of the Bleſſed Virgin *Mary* now laſt paſt before the date hereof, for and during and unto the full end and term of 21 years from thence next enſuing; nevertheleſs determinable at the end of the firſt 10 or 14 years thereof, in ſuch manner as in the laſt proviſo herein after contained is for that purpoſe mentioned and expreſſed, and fully to be compleat and ended. *(Add the uſual Covenants as in the precedents before.)*

In

…e Covenant for delivering up the Premiſſes at the End of a Term, where the Uſe of Goods is let, this may be added.

…… *Together* with all and ſingular the goods, utenſils and things …ioned and expreſſed in the ſchedule or inventory to theſe preſents …ed, in as good caſe and condition as the ſame now are (reaſonable …d wearing thereof in the mean time, and caſualty of fire as afore- …, only excepted) together alſo with all other glaſs and glaſs windows, …nts, doors, locks and keys, bolts, bars, ſhelves, wainſcot par- …s and other things, which now are or at any time hereafter during …demiſe ſhall be fixed, fixed, faſtened or united to the ſaid leaſed …ſſes, or any part thereof, and not removeable by the cuſtom of the … of *London*, and that without doing, making or committing any …, ſpoil or defacing in or about the ſame or any part thereof.

Or this.

…… *Together* with all ſuch wainſcot partitions, hearths, mantle- …, chimney-pieces, ſlabs, ſaſh windows, caſements, ſhutters, doors, …, bolts, as are now belonging and fixed to the freehold of the ſaid …y demiſed premiſſes, and the property of the ſaid *A.* and that in …good plight and condition as the ſame now are (reaſonable uſe and … thereof in the mean time only excepted).

…ſe of a Piece of Ground in London, *and Houſes thereon built, with ſpecial Covenants.*

THIS *Indenture*, &c. *Between* the moſt noble *J.* duke and earl … of *B.* marquis or *T.* lord *R.* baron *R.* of *T.* and baron *H.* of … of the one part, and *A. C.* of the pariſh of, *&c.* of the other part, …*ſeth*, that as well for and in conſideration of the great expence and … …es he the ſaid *A. C.* will hereafter be at in the repairs of the pre … herein after demiſed, as of the rents, covenants, conditions and …ements herein after made and contained on the part and behalf of … ſaid *A. C.* his executors, adminiſtrators and aſſigns, *All* that piece … parcel of ground ſituate, *&c.* together with two tenements thereof … erected,

Conſidera- tion.

Expences of the tenant in repairs.

erected, now or late in the tenure of, &c. abutting Eaſt on a tenement in the occupation of, &c. and Weſt on a tenement in the occupation of, &c. and contains in front towards the North on the ſaid ſtreet, 32 feet and 6 inches of aſſize or thereabouts, and in depth from North to South on the Eaſt ſide 37 feet of aſſize or thereabouts, but on the Weſt ſide 34 feet and 6 inches of aſſize or thereabouts, and conſiſts of ſuch other and more particular dimenſions and deſcriptions as are moſt exactly delineated and deſcribed in a plan or ground-plot of the premiſſes in the margin hereof, together with all rooms, chambers, cloſets, cellars, ſolars, areas, lights, ways, paſſages, eaſements, profits, commodities and appurtenances whatſoever, to the ſaid two tenements belonging or in any wiſe appertaining, *Except nevertheleſs*, and always reſerved out of this preſent grant and demiſe, the free paſſage and running of water and ſoil coming off and from the other houſes and tenements of his grace the duke of *B.* and his other tenants in the ſaid pariſh of *S. G.* in, by and through the channels and drains belonging to the ſaid demiſed premiſſes, as hath been formerly uſed, ſuch other tenant or tenants upon reaſonable requeſt paying his or their ſhare and proportion of the charges of cleaſing and repairing the ſame as often as need ſhall require; *To have and to hold* the ſaid piece or parcel of ground, with the two meſſuages or tenements thereon erected, and every parcel thereof, with all and ſingular the premiſſes hereby demiſed, with the appurtenances, from the feaſt of, &c. which will be in the year of our Lord —— for and during, &c. *Yielding and paying* therefore yearly and every year after the commencement of and during the term hereby granted, unto the ſaid duke or his heirs, at or in the ſteward's office, ſituate in *B.* houſe on the North ſide of *B.* ſquare, the yearly rent or ſum of eleven pounds of, &c. at, &c. (*uſual feaſts*) except the laſt quarter of a year's rent; the firſt payment, &c. and the rent which will become due for the laſt quarter of a year of the term hereby granted, it is hereby agreed the ſame ſhall be paid at or upon the feaſt of —— which will be in the year of our Lord —— *And* the ſaid *A. C.* doth, for himſelf, his executors, adminiſtrators and aſſigns, covenant and promiſe to and with the ſaid duke, his heirs and aſſigns, and to and with every of them, by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *A. C.* his executors, adminiſtrators or aſſigns, ſhall and will, within twelve months after the commencement of the term hereby granted, lay out and expend the full ſum of 135 *l.* of his or their own proper money in the neceſſary repairs of the premiſſes hereby demiſed, according to an eſtimate thereof delivered to the ſaid *A. C.* and make the ſame appear by workmen's bills under their hands; and if the ſaid ſum is not laid out within one year as aforeſaid, then that ſuch a part thereof as is not laid out ſhall be paid to the ſaid duke, his heirs or aſſigns; or if the repairs, when done according to the ſaid eſtimate, ſhall not amount to the ſaid ſum of 135 *l.* that then ſuch a part thereof as ſhall not be expended ſhall be likewiſe paid to the ſaid duke, his heirs or aſſigns. *And alſo*, that he the ſaid *A. C.* his, &c. ſhall and will, after the commencement and during the term hereby granted, well, &c. unto, &c. the ſaid yearly rent or ſum of 11 *l.* at the times and place and in manner and proportions herein before limited for payment thereof. *And likewiſe* that he the ſaid *A. C.* his executors, adminiſtrators or aſſigns, ſhall and will at all times, after the commencement and during the continuance

Leſſee covenants to lay out 135 l. in repairs.

To pay the rent.

ance of the term hereby granted, bear, pay and diſcharge all rates, s, duties and aſſeſſments of what nature or kind ſoever, impoſed or ged, or which ſhall be impoſed or charged on the ſaid demiſed pre- s, or any part thereof, or upon the landlord for the time being, on ant thereof, or of the ſaid rent reſerved for the ſame, it being the intent and meaning of theſe preſents, and of the parties hereto, the ſaid duke, his heirs or aſſigns, ſhall have and receive the ſaid y rent or ſum of 11 *l.* free and clear of and from all manner of ctions or abatements of what kind ſoever. *And further alſo* that he ſaid *A. C.* his executors, adminiſtrators and aſſigns, ſhall and at all times after the commencement and during the term hereby ed, when and as often as need ſhall require, well and ſufficiently , uphold, ſupport, maintain, amend, pave, ſcour, cleanſe, emp- keep the ſaid demiſed premiſſes, and all the brick walls and fences belonging to the ſame, and the pavements in the ſtreet before all ont of the ſaid premiſſes, and all other the walls, poſts, pales, grates, privies, ſinks, ſewers, wydraughts, drains and houſes of belonging, or which ſhall belong to the ſaid demiſed premiſſes, y, and with all manner of needful and neceſſary reparations, cleanſ- amendments whatſoever; *And alſo* ſhall and, during the ſaid as often as need ſhall require, bear, pay and allow a reaſonable and proportion for or towards the making, ſupporting, repairing mending of all party-walls, party gutters and drains, belonging or ſhall belong to the ſaid demiſed premiſſes, or any part thereof, y, and with all manner of needful and neceſſary reparations. *And* id demiſed premiſſes, and every part thereof, with the appurte- s, ſo being in all things well and ſufficiently repaired, ſupported, d, maintained, amended, paved, ſcoured, cleaſed, emptied and together with all the doors, wainſcot, locks, keys, bolts, bars, s, hinges, hearths, chimney-pieces, foot-paces and ſlabs, covings, d windows, faſhed windows, window-faſhes, window ſhutters, ents, partitions, pumps, pipes, poſts, pales and rails, which at time, during the laſt ſeven years of the term hereby granted, ſhall y ways fixed or any ways faſtened to, or ſet up in or upon the ſaid ed premiſſes, or any part thereof, or belonging to the ſame, ſhall will, at the end, expiration, or other ſooner determination of the term hereby granted, peaceably and quietly ſurrender and yield up the ſaid duke of *B.* his heirs or aſſigns. *And moreover*, that it and may be lawful to and for the ſaid duke of *B.* his heirs and s, and to and for his and their ſtewards, ſurveyors and workmen, e in every year, or oftner, at meet and convenient times in the day- to enter and come into and upon the hereby leaſed premiſſes, to , ſearch, and ſee the defects and wants of reparations in and about ame, and of the defects and wants of reparations there found, to or leave notice or warning in writing, in or at the ſaid demiſed pre- s for the amendment thereof; *And* that he the ſaid *A. C.* his exe- rs, adminiſtrators or aſſigns, ſhall and will, within three months after every ſuch notice or warning ſhall be ſo given or left, well and iciently repair and amend the ſame; *And* in default thereof, it ſhall may be lawful to and for the ſaid duke, his heirs or aſſigns, to order employ ſuch workmen as he or they ſhall think fit to do the ſame re- ; *And* that he the ſaid *A. C.* his executors, adminiſtrators and aſ- ſigns,

And repair and keep in repair.

And pay part towards repairing party-walls, &c.

And in good repair ſhall deliver up at the end of the term.

View.

Notice of amendment.

On tenant's default, leſſor may repair, then the tenant muſt pay him.

ſigns, ſhall and will upon demand repay unto the ſaid duke, his h
or aſſigns, all and every ſuch ſum and ſums of money, as he or t
ſhall have expended and paid, in, for, or about the ſame; *And* in
of neglect or refuſal of ſuch repayment it ſhall and may be lawful to
for the ſaid duke, his heirs or aſſigns, to recover the ſame by diſtreſs on
premiſſes, as in caſe of rent or arrears of rent due, or by any other
ful method; *And alſo* that he the ſaid *A. C.* his executors, adminiſ-
tors or aſſigns, ſhall not nor will, at any time before or after the c
mencement, and during the term hereby granted, aſſign or ſet over
indenture of leaſe, or grant a leaſe of the premiſſes hereby demiſed
any part thereof, without a licence from the ſaid duke, his heirs o
ſigns, in writing for that purpoſe, under his or their, or ſome or on
their hands firſt had and obtained, nor ſhall at any time, during the
hereby granted, do or wittingly or willingly ſuffer any act or thing t
done in or upon the ſaid demiſed premiſſes, which may be or grow
the annoyance grievance, damage or diſturbance of the ſaid duke,
heirs or aſſigns, or of his or their other tenants in the ſaid pariſh of
G. Provided always, that if the ſaid yearly rent of 11 *l.* ſhall happe
be behind and unpaid, in part or in all, by the ſpace of 14 days nex
ter any of the ſaid feaſts or days of payment, whereon the ſame ough
be paid as aforeſaid, or in caſe the rent which will become due for
laſt quarter of a year of the term hereby granted, be not paid at or
the feaſt of the Annunciation of the bleſſed virgin *Mary*, which wi
in the year of our Lord 1761, or on non-performance of all or an
the covenants, conditions and agreements, which on the part and be
of the ſaid *A. C.* his executors, adminiſtrators or aſſigns, are or ough
be done and performed; *Or* in caſe the ſaid *A. C.* his executors, a
miſtrators or aſſigns, ſhall permit or ſuffer any perſon or perſons to i
bit or dwell in or upon the ſaid demiſed premiſſes, or any part the
who ſhall therein uſe or follow the trades of a butcher, poulterer,
monger or farrier, without a licence from the ſaid duke, his heirs o
ſigns, for that purpoſe firſt had and obtained; that then and from the
forth, in all, any or either of the caſes aforeſaid, it ſhall and may
lawful to and for the ſaid duke, his heirs or aſſigns, into and upon
ſaid demiſed premiſſes, and every part thereof, in the name of the wh
to re-enter, and the ſame to have again, repoſſeſs and enjoy, as if
leaſe had never been made; any thing herein before contained to
contrary thereof in any wiſe notwithſtanding. *And* the ſaid duke o
doth hereby for himſelf, *&c.* covenant, *&c.* that he the ſaid *A. C.*
executors, adminiſtrators and aſſigns, by and under the due payme
the ſaid yearly rent and performance of the covenants, conditions
agreements herein before contained, and on the part and behalf of
ſaid *A. C.* his executors, adminiſtrators and aſſigns, to be paid, d
and performed, ſhall and may peaceably and quietly have, hold,
occupy, poſſeſs and enjoy the ſaid piece of ground, two meſſuages
tenements, and all and ſingular the premiſſes hereby demiſed, with
appurtenances, except before excepted, for and during all the ſaid t
of 21 years hereby granted, without the let, *&c.* *In Witneſs*, &c.

The tenant not to aſſign his leaſe, *&c.* without licence.

Proviſo in caſe of rent behind;

or ſuffering ſeveral trades;

to re-enter.

Peaceable enjoyment.

A L

Leaſe made by two Infants and their Guardian, purſuant to a Decree in Chancery of Meſſuages, &c. built by the Leſſee's Huſband, for 61 Years.

THIS *Indenture, &c. Between M. D.* of, *&c.* widow and relict of *J. D.* late of, *&c.* eſq; deceaſed, and *J. D* and *E. D.* infants, ſon and daughter of the ſaid *M. D* by the ſaid *J. D.* deceaſed, of the one part, and *J. B.* of, *&c.* widow and executrix of the laſt will and teſtament of *J. B.* her huſband, late of ——— gent. deceaſed, of the other part. *Whereas* the ſaid *M. D.* is guardian of the ſaid infants *J D.* and *E. D. And whereas* the ſaid infants *J. D* and *E.* are ſeiſed in fee-ſimple to them and their heirs as tenants in common, of the meſſuages and tenements, with the appurtenances herein after mentioned: *And whereas* the two meſſuages and tenements herein after mentioned, have been erected and built at the proper coſts and charges of the ſaid *J. B.* in his life-time: *And whereas* by virtue of a decretal order made in the court of chancery the, *&c.* in a cauſe wherein the ſaid *J. B.* was plaintiff, and the ſaid *M. D. J. D.* (party to these preſents) and *E. D.* are defendants, it was (among other things) ordered and decreed, that one of the maſters of the ſaid high court of chancery ſhould examine, whether it would not be for the benefit of the infants, that the ſaid two meſſuages (among other things) ſhould be leaſed out for the term of 61 years, in manner herein after mentioned; *Which* ſaid maſter having by his report, bearing date, *&c.* (among other things) certified, that it would be for the benefit of the ſaid infants, that the ſaid meſſuages (among other things) ſhould be leaſed out as aforeſaid, *Whereupon* by another decretal order made in the ſame cauſe, bearing date, *&c.* it was ordered and decreed, that the ſaid leaſe ſhould be made, and that it ſhould be referred to the maſter to ſee the ſame done, according to the direction of the ſame order, and that the infants ſhould be made parties thereunto, and ſhould confirm the ſame when they ſhould come of age, and that the ſame *M. D.* for what ſhe ſhall do in purſuance thereof ſhould be indemnified, as by the ſaid decretal orders, and other proceedings in the ſaid cauſe, relation being thereunto had, more fully may appear: *Now this Indenture witneſſeth*, that in purſuance of and in obedience to the ſaid recited decretal order, and in conſideration of the yearly rent, covenants, conditions and agreements herein after reſerved, mentioned and contained on the part and behalf of the ſaid *J B.* her executors, adminiſtrators and aſſigns, to be paid, done and performed unto the ſaid *J. D.* (party, &c.) and *E. D. Have*, and each of them *Hath* leaſed, ſet, and to farm letten, and by, *&c. Do*, and each of them *Doth* leaſe, *&c* unto the ſaid *J. B. All, &c. To have and to hold* the ſaid two meſſuages, *&c.* unto the ſaid *J. B.* her executors, adminiſtrators and aſſigns, from the full day of ——— now laſt paſt, for and during, and unto the full end and term of 61 years from thence next enſuing, and fully to be complete

Parties.

Recitals, *viz.*

Guardianſhip, that ſaid infants are ſeiſed in fee as tenants in common.

That premiſſes have been built by leſſee's huſband.

The decree in chancery.

The maſter's report thereon. Order on maſter's report.

Deed begins.

Conſideration.

Parcels.

Habendum.

Reddendum. complete and ended; *Yielding and paying* therefore yearly and every year, unto the ſaid *J. D.* (party, *&c.*) and *E. D.* their heirs and aſſigns, the yearly rent or ſum of 4 *l.* of, *&c.* at the four moſt uſual feaſts or days of payment in the year, *viz.* *(Uſual Covenants).* *In Witneſs*, &c.

In purſuance of a Proviſo in a Deed.

Leaſe by baron and feme of fenny land,

Pigott 299.

Power.

Conſiderations.

THIS *Indenture*, *&c.* *Between* the right honourable *R.* lady *R.* one of the daughters and coheirs of the right honourable *T.* late earl of *S* deceaſed, and relict of the right honourable *W.* late lord *R.* deceaſed, of the one part, and *E. M.* of, *&c.* of the other part, *Witneſſeth*, that in purſuance of a certain proviſo contained in one indenture *ſextipartite* of releaſe, bearing date the 21ſt day of *May* in the ſeventh year of his late majeſty king *William* the Third, *annoq; Domini* 1695, *And* by virtue of the powers to the ſaid *R.* lady *R.* therein reſerved and contained, and of all and every the power and powers enabling her thereunto; *And* for and in conſideration of the ſum of 27 *l.* of, *&c.* to her the ſaid *R.* lady *R.* in hand paid by the ſaid *E. M.* at, *&c.* *And alſo* for and in conſideration of the rents and covenants herein after reſerved and contained on the tenant or leſſee's part and behalf to be paid, done and performed, and for divers, *&c.* *She* the ſaid *R.* lady *R.* *Hath* leaſed, ſet, and to farm letten, and by, *&c.* *Doth*, *&c.* unto, *&c.* *All*, *&c.* *To hold*, &c. *Yielding and paying* therefore yearly and every year, during the ſaid term, unto the ſaid *R.* lady *R.* her heirs and aſſigns, or ſuch other perſon or perſons, as ſhall be intitled to the immediate reverſion or remainder of the ſaid premiſſes, after the deceaſe of the ſaid *R.* lady *R.* the yearly rent or ſum of, *&c.*

From a Tenant for Life, purſuant to a Power reſerved in his Marriage-Settlement for 21 Years, to commence at his Death; and for a Term of 500 Years of ſeveral Lands compriſed in the Settlement, for ſecuring ſeveral Sums of Money as a Portion given with his Daughter in Marriage, ſubject to Redemption.

Pigott 301.

THIS *Indenture* made, *&c.* *Between R. S.* of, *&c.* of the one part, and *F. S.* of, *&c.* of the other part. *Whereas* by indenture *tripartite* of ſettlement, bearing date, *&c.* and made between *E. S.* eſq; deceaſed, late father of the ſaid *R. S.* and the ſaid *R. S.* party to theſe preſents, of the firſt part, Sir *H. B.* of, *&c.* Sir *J. S.* and *R. S.* of *W. &c.* eſq; of the ſecond part, and *T. E.* ſince deceaſed, and *M. A. E.* now the wife of the ſaid *R. S.* party to theſe preſents, of the

the third part, in conſideration of a marriage then ſhortly after to be had and ſolemnized between the ſaid *R. S.* party, &c. and *M. A.* his wife, and for other conſiderations therein mentioned, divers uſes, eſtates and intereſts were limited and declared of and in the manors, &c. (amongſt other lands and hereditaments in the ſaid indenture mentioned, in which ſaid indenture there is contained, among other things, a proviſo or power in words, or to the effect following); *viz. Provided*, &c. *(Proviſo or power to make this deed)* as in and by the ſaid indenture of ſettlement more at large may appear: *And whereas* the ſaid *R. S.* hath living both iſſue male and female by the ſaid *M. A.* his wife: *And whereas* the herein after mentioned manor of *B. C.* with the appurtenances, and all other the manors, meſſuages, &c. of him the ſaid *R. S.* in *B. C.* &c. herein after alſo mentioned, are part of the premiſſes, which by the ſaid indenture of ſettlement are limited to the iſſue male of the ſaid *R. S.* and *M. A.* his wife, which after the eſtate for life of the ſaid *R. S.* of and in the ſame, will by virtue of the ſaid ſettlement deſcend and come unto ſuch iſſue male; and all other the eſtates created by the ſaid ſettlement, (which are prior to or expectant on the eſtate for life of the ſaid *R. S.* of and in the ſame) being determined: *And whereas* the ſaid *R. S.* hath agreed to marry *F.* his daughter to *S. S* of, &c. eſq; and is to give with her for her portion the ſum of 5000 *l.* which he hath taken up and borrowed of the ſaid *E. S.* *And whereas* for ſecuring the ſaid ſum of 5000 *l.* ſo borrowed as aforeſaid, he the ſaid *R. S.* in and by his bond or writing obligatory, bearing equal date herewith, is become bound unto the ſaid *E. S.* his heirs, &c. in the penal ſum of 1000 *l.* conditioned for the payment of 5250 *l.* in manner following; that is to ſay, 125 *l.* part thereof, &c. *And whereas*, for the better ſecuring the ſaid ſum of 5250 *l.* he the ſaid *R. S.* hath agreed, that 2000 *l.* part thereof, ſhall be charged on the premiſſes herein after mentioned, by virtue of the power herein before expreſſed, and 3000 *l.* reſidue of the ſaid ſum of 5000 *l.* on other lands, tenements and hereditaments herein after mentioned, and herein after intended to be charged with the payment thereof: *Now this Indenture witneſſeth*, that for the better ſecuring the payment of 2000 *l.* part of the ſaid ſum of 5000 *l.* ſo borrowed upon the bond of the ſaid *E. S.* aforeſaid, and for raiſing the ſame, in caſe it ſhall not be repaid in the life-time of the ſaid *R. S.* he the ſaid *R. S.* as well by virtue of the ſaid power contained in the ſaid recited indenture of ſettlement, and of all and every, or any other power or powers or authorities whatſoever, to him the ſaid *R. S.* in this behalf belonging, or in any wiſe appertaining, *Hath* demiſed, granted, bargained, ſold, leaſed, let, and to farm letten, and by theſe preſents *Doth* demiſe, &c. unto the ſaid *E. S.* his executors and adminiſtrators, all that the manor of *B. C.* &c. *(within the power)* and all that eſtate, &c. *To have and to hold* the ſaid manors, meſſuages, &c. and all and ſingular other the premiſſes hereby granted and leaſed, or mentioned, &c. unto the ſaid *E. S.* his executors, adminiſtrators and aſſigns, from and immediately after the deceaſe of the ſaid *R. S.* for and during, and unto the full end and term of 21 years from thence next enſuing, and fully to be complete and ended, without impeachment of waſte: *And this Indenture further witneſſeth*, that for the further and better ſecuring the payment of the ſaid ſum of 5000 *l.* ſo borrowed upon the ſaid recited bond as aforeſaid, he the ſaid *R. S.* *Hath* demiſed, &c. and by theſe preſents *Doth* demiſe, &c. unto the

ſaid *E. S.* his executors and adminiſtrators, all that, &c. *To have and to hold* the ſaid manors, &c. lands, tenements, hereditaments, and all, &c. unto the ſaid *E. S.* his executors, adminiſtrators and aſſigns, from the date of theſe preſents, for and during, and unto the full end and term of 500 years from thence next enſuing, and fully to be compleat and ended, without impeachment of waſte; *Yielding and Paying* therefore yearly and every year, during the ſaid term hereby granted, the rent of one pepper-corn, on the feaſt-day of ——— if the ſame ſhall be lawfully demanded; *ſubject nevertheleſs* unto and under the proviſo, covenant, condition or agreement therein after mentioned; *Provided*, &c. *(A proviſo to re-convey the premiſſes on payment of the mortgage-money) And*, &c. *(Covenant for* R. S. *to pay the money, that he has good right to grant, and that if no default be made in payment of the ſaid ſums, the leſſees ſhall peaceably enjoy free from incumbrances, and that the leſſor*, &c *will make further aſſurances.* See tit. *Covenants.) In Witneſs*, &c.

A Leaſe for Years determinable on three Lives, according to a Power reſerved for making Leaſes, in a Settlement drawn by Mr. Serjeant H. *and adjudged good both in Chancery and at Common Law.*

THIS *Indenture*, made, &c. *Between* Sir *W. C.* of, &c. knt. of the one part, and *W. B.* of —— aforeſaid, eſq; of the other part, *Witneſſeth*, that the ſaid Sir *W. C.* for and in conſideration of the rents hereafter in and by theſe preſents mentioned and expreſſed to be reſerved, and for divers other good cauſes and conſiderations him thereunto moving, *According* to the power to him given in and by one indenture *quinquepartite*, made or mentioned to be made between the right honourable *W.* earl of *C.* viſcount *C.* of *U.* baron of *H. M.* and one of the lords of his majeſty's privy council, of the firſt part, the ſaid Sir *W. C.* of the ſecond part, *G. C.* of, &c. eſq; and *M. C.* (eldeſt daughter of the ſaid *G. C.*) of the third part, Sir *R. M.* of, &c. knt. of the honourable order of the bath, *R. C.* of, &c. eſq; Sir *J. B.* of, &c. knt. and *G. W.* of, &c. eſq; of the fourth part, and Sir *A. C.* of, &c. knt. *H. W* of, &c. eſq. and Sir *J. H.* of, &c. bart. of the fifth part, bearing date on or about the 27th day of *March* in the year of our Lord—— *And* by virtue thereof, and of all and every other power and powers and authority, which to him the ſaid Sir *W. C.* doth or may in any wiſe appertain, being actually ſeiſed and poſſeſſed of the capital meſſuage or manor houſe, (*other meſſuages, lands*, &c.) herein after mentioned, he the ſaid Sir *W. C.* (by this preſent indenture, under his hand and ſeal, teſtified by three credible witneſſes) *Doth* demiſe, leaſe and grant, and by theſe preſents *Hath* demiſed, &c. unto the ſaid *W. B. All* that capital meſſuage, &c. *All* which ſaid demiſed meſſuages, &c. are ſituate, lying, &c. and are in the aforeſaid recited indenture *quinquepartite* particularly deſcribed, or are reputed to be parcel of the ſaid manor of *W. And* all thoſe cloſes, &c. in the ſaid indenture *quinquepartite*, limited unto the ſaid *C. H.* Sir *J. H.* Sir *R. A.* and *R. G.* for the term

of

of 99 years, upon truſt for the maintenance of the ſaid *M. C. To have and to hold* the ſaid meſſuages, &c. with their and every of their appurtenances, and every part and parcel thereof, unto the ſaid *W. B.* his executors, adminiſtrators and aſſigns, from the making of this preſent leaſe, unto the full end and term of 200 years, from thenceforth to be compleat and ended, if dame *M. C.* (wife of the ſaid Sir *W. C.*) or *G. E.* (ſon of *T. E.* of,) or *T. W.* (ſon of the right honourable Sir *N. W.* lord keeper of the great ſeal of, &c.) or any of them, ſhall ſo long live; *Habendum*, for 200 years, if three lives ſo long live.

Yielding and Paying therefore yearly and every year, during the ſaid term, unto the ſaid Sir *W. C.* and to ſuch perſon or perſons to whom the immediate remainder of the ſame premiſſes, according to the uſes and eſtates limited of the ſame, by the before mentioned indenture *quinquepartite* ſhall for the time being belong or appertain, the yearly rent or ſum of 700*l.* of, &c. the ſaid yearly rent to be paid at the two moſt uſual feaſts, &c. (*With all uſual covenants*, &c.) *Reddendum.*

A Leaſe for 99 Years of a Jointure Eſtate, in Truſt for the Jointreſs, if ſhe ſo long lives.

THIS *Indenture*, made, &c. *Between A.* and *B.* his wife, of the one part, and *C.* and *D.* of the other part. *Whereas* the ſaid *B.* before her intermarriage with the ſaid *A.* being ſeiſed of the meſſuage, &c. herein after mentioned, for the term of her natural life for her jointure, by virtue of a ſettlement heretofore made thereof to her by *E.* late of, &c. her former huſband, deceaſed, it was, previous to the marriage lately had between them the ſaid *A.* and *B.* his wife, agreed by and between them, that the rents and profits of the ſaid meſſuage, &c. ſhould notwithſtanding the then coverture, be diſpoſed of by her the ſaid *B.* to and for ſuch uſes, intents and purpoſes, as ſhe, by any writing to be by her ſealed and delivered in the preſence of three or more witneſſes, ſhould direct or appoint, and that the ſaid *A.* ſhould not intermeddle therewith, nor ſhould the ſame be ſubject to his controul, debts or incumbrance: *Now this Indenture Witneſſeth*, that in performance of the ſaid agreement, and in conſideration of the ſaid marriage had, and of a conſiderable portion which he the ſaid *A.* hath had and received with her the ſaid *B.* and to the intent aforeſaid, and alſo in conſideration of 5 *s.* &c. and for divers other good cauſes and valuable conſiderations them thereunto eſpecially moving, *They* the ſaid *A.* and *B.* have demiſed, bargained and ſold, and by, &c. unto the ſaid *C. B. All* that meſſuage, &c. and the reverſion, &c. (*The ſame parcels as in the firſt huſband's ſettlement*) *To hold*, &c. unto the ſaid *C. D.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during the time and term and unto the full end and term of 99 years, from thence next enſuing, and fully to be compleat and ended, if ſhe the ſaid *B.* wife of the ſaid *A.* ſhall ſo long live; *Nevertheleſs* upon the truſts, and to and for the intents and purpoſes herein after mentioned and expreſſed, viz. *Upon this*

ſpecial

ſpecial Truſt, that they the ſaid *C.* and *D.* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall and do at all times from henceforth, during the continuance of the ſaid term, well and truly pay and diſpoſe of all the clear yearly rents, iſſues and profits of the ſaid hereby demiſed premiſſes, unto the ſeparate hands of her the ſaid *B.* the wife of the ſaid *A.* or to ſuch perſon or perſons, *&c. (as uſual)*.

Leaſe of a Mill, with a Collateral Security for Payment of the Rent from the Tenant to the Landlord.

——*Witneſſeth*, That the ſaid *J. R.* (in conſideration of the rent and covenants herein after reſerved and contained, to be paid and performed by the ſaid *J. T. Hath*, and by theſe preſents *Doth* leaſe, ſet and to farm let unto the ſaid *J. T. All* that water-mill, with its appurtenances, ſituate, *&c. To have and to hold* the ſaid water-mill and premiſſes, with its appurtenances, unto the ſaid *J. T. &c.* from, *&c.* for and during the full term of one year and three quarters of a year from thence next enſuing; *Yielding and paying* therefore unto the ſaid *J R*, his, *&c.* for the firſt year of the ſaid term, the rent or ſum of 40 *l.* of, *&c.* on the four uſual quarter days following, *viz.* On *Chriſtmas-day*, *Lady-day*, *Midſummer day*, and *Michaelmas-day*, by four equal proportions; the firſt of which laſt quarterly payments to be made on *Chriſtmas-day* 17—: *And* the ſaid *J. T.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. R.* his executors and adminiſtrators, in manner as follows, *viz* That he the ſaid *J. T.* his executors, adminiſtrators or aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. R.* his executors or aſſigns, the ſaid ſeveral rents of 40 *l.* and 30 *l* on the ſaid ſeveral quarter days herein before mentioned and appointed for payment of the ſame, according to the ſeveral reſervations thereof as aforeſaid, and the true intent of theſe preſents; *And alſo*, that he the ſaid *J. T* his executors, adminiſtrators or aſſigns, on the expiration or other ſooner determination of the leaſe hereby made ſhall and will peaceably and quietly leave, ſurrender and deliver up unto the ſaid *J. R.* his executors and aſſigns, the ſaid hereby leaſed water-mill, and other the premiſſes, with their appurtenances, in good and ſufficiently tenantable repair: *And whereas* the ſaid *J. B.* in right of *E.* his now wife, is intitled, during the joint lives of him and his ſaid wife, to the intereſt of the principal ſum of 1000 *l.* at the rate of 5 *l. per cent. per ann.* which now ſtands ſecured to *G. S.* of, *&c.* (a truſtee for the ſaid *E. T.* by virtue of a certain mortgage long ſince made from *J. W.* doctor in phyſick, and *E.* his wife, (both ſince deceaſed) of a meſſuage or tenement, and ſeveral lands and hereditaments, ſituate, *&c. And whereas*, previous to the making of the above mentioned leaſe of the ſaid water-mill and premiſſes to the ſaid *J. T.* and for better ſecuring payment unto the ſaid *J. R.* of the ſeveral above reſerved rents, *He* the ſaid *J B.* (being now juſtly indebted to the ſaid *J. T.* in a conſiderable ſum of money)

Hath,

Hath, at his requeſt, agreed to aſſign unto the ſaid *J. R.* the intereſt of the ſaid ſum of 1000 *l.* payable unto the ſaid *J.* during the joint lives of him and the ſaid *E.* his wife as aforeſaid, together with all arrears hereof, in ſuch manner and ſubject as herein after is mentioned: *Now this Indenture further witneſſeth*, that the ſaid *J. B.* (in purſuance of his ſaid recited agreement, and in conſideration of the ſum of 5 *s.* to him paid by the ſaid *J R.* the receipt whereof is by him hereby acknowledged) *Hath*, and by theſe preſents he the ſaid *J. B* (at the ſpecial inſtance and requeſt, and for and on the proper account of the ſaid *J. T.* teſtified by his executing of theſe preſents) *Doth* bargain, ſell, and aſſign, transfer and ſet over unto the ſaid *J R.* the intereſt of the ſaid principal ſum of 1000 *l.* ſo payable to the ſaid *J. B.* during the joint lives of him and the ſaid *E.* his wife as aforeſaid, together with all arrears now due for the ſame, and all the right, title, benefit and advantage, property, claim and demand, whatſoever or howſoever of him the ſaid *J. B.* of, in and to the ſaid hereby aſſigned monies and premiſſes; *To have, hold*, receive, take and enjoy the ſaid hereby aſſigned meſſuages and premiſſes, to the ſaid *J. T.* his executors, adminiſtrators and aſſigns, from henceforth, during the joint lives of the ſaid *J. T.* and *E* his wife, as and for his and their own proper monies; ſubject nevertheleſs to the proviſo herein after contained for making void the aſſignment hereby made of the ſaid monies and premiſſes; *And* for the better and effectual enabling the ſaid *J. R.* and his aſſigns to recover the ſaid hereby aſſigned monies and premiſſes, to and for his and their own uſe and benefit, ſubject nevertheleſs to the ſaid proviſo herein after contained, he the ſaid *J. T.* hath, and by theſe preſents doth nominate, conſtitute and appoint, and in his place and ſtead depute and put the ſaid *J. R.* his executors, and aſſigns, the true and lawful attorney and attornies irrevocable, in the name of him the ſaid *J. T.* or otherwiſe, to aſk, demand, ſue for, recover and receive of and from the ſaid *G. S.* and all other the truſtees of her the ſaid *E.* and *J. T.* all intereſt of the ſaid principal ſum of 1000 *l.* ſo ſecured and payable to her as aforeſaid, together with all arrears thereof and upon receipt of the ſame, or any part thereof, to give proper and ſufficient acquittances and diſcharges for the ſame, and generally to do all and every ſuch other acts and things needful and requiſite, as well for the recovery and receiving of the ſaid hereby aſſigned monies and premiſſes, as alſo for giving any acquittance or diſcharge for the ſame, and that as fully, effectually and abſolutely, to all intents and purpoſes whatſoever, as he the ſaid *J. T.* could or might do if perſonally preſent: *And* he doth hereby allow, ratify and confirm all and every ſuch legal acts and things, as he the ſaid *J. R.* his executors or aſſigns, ſhould do or cauſe to be done by virtue of the power hereby given: *Subject nevertheleſs* to the proviſo herein after contained, *viz. Provided always*, and it is hereby agreed and declared by and between all the parties to theſe preſents, that the aſſignment hereby made to the ſaid *J. R.* his executors and aſſigns, of the monies and premiſſes, was and is to him and them ſo made, to the end and intent only for better ſecuring payment to him and them of the above reſerved rents of 40 *l.* and 30 *l.* and that if the ſaid *J. T.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *J. R.* his executors or aſſigns, the ſaid ſeveral rents or ſum of 40 *l.* or 30 *l.* on the ſeveral

Aſſignment.

Premiſſes.

Habendum.

Letter of attorney.

Subject, &c.

Proviſo to make void the collateral ſecurity.

quarter-days abovementioned for payment of the ſame according to the reſervation thereof as aforeſaid, or within ——— days next after each of the ſaid quarter-days, that then as well the aſſignment hereby made of the ſaid monies and premiſſes, as alſo the letter of attorney hereby given for recovery thereof, ſhall be abſolutely void and of none effect; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *J. T.* for himſelf, his executors and adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. R.* his executors and aſſigns, in manner as follows, that he the ſaid *J T.* during the continuance of the ſecurity hereby made, ſhall not, nor will revoke, releaſe or diſcharge the power and authority hereby given to the ſaid *J. R.* his executors and aſſigns, for receiving of the ſaid hereby aſſigned monies and premiſſes; *And* that in caſe the ſaid *J. T.* ſhall make default in payment of the ſaid ſeveral rents of 40*l.* and 30*l.* or any part thereof, by the ſpace of ——— days next after any of the ſaid quarter-days whereon the ſame ought to be paid as aforeſaid, then and in ſuch caſe it ſhall and may be lawful to and for the ſaid *J. R.* his executors and aſſigns, to deduct and retain the ſame out of the ſaid hereby aſſigned monies and premiſſes, rendering the overplus to the ſaid *J. T.* his executors and aſſigns: *And laſtly*, in caſe default ſhall be made in payment of the ſaid ſeveral rents, or any part thereof, in manner as aforeſaid, that then and in ſuch caſe he the ſaid *J. T.* ſhall at any time then after during the continuance of the ſecurity hereby made, at the requeſt of the ſaid *J. R* his executors or aſſigns, make, do and execute any further act, deed or thing, as well for the corroborating and ſtrengthening of theſe preſents, as alſo for the further and better aſſigning of the ſaid hereby aſſigned monies and premiſſes unto the ſaid *J. R.* his executors and aſſigns, as by his or their counſel ſhall be reaſonably adviſed or required. *In Witneſs*, &c.

Covenant not to revoke the power as to aſſigned premiſſes.

Default in payment.

Leaſe of Lead Mines.

THIS *Indenture*, &c. *Between*, *T. P.* of *B.* in the county of *Cornwall*, eſq; of the one part, and *R. P.* of, &c. *J J.* of, &c. *C. J.* of, &c. and *H. H.* of, &c. of the other part, *Witneſſeth*, that for and in conſideration of the rents, reſervations, covenants and agreements herein after expreſſed and contained, on the part of the leſſees to be paid, rendered, done and performed, *He* the ſaid *T. P. Hath* granted, demiſed, ſet and to farm letten, and by, &c unto the ſaid *R. P.* & *al*, their executors, &c. *All* and all manner of mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, now open and known, or that may be found out by digging, delving, ſinking or otherwiſe howſoever, lying and being in the lands of the ſaid *T. P.* called or known by the name of *B. Park*, or by whatſoever other name or names the ſame is or was called or known within the pariſh of *B.* in the county of *Cornwall*, with full and free liberty and licence to and for the ſaid (leſſees), their executors, &c. from time to time, and at all times during the

the term herein after mentioned, to work and carry on the ſame to the beſt and moſt advantage, and to dig, delve, ſearch, ſink, trench and mine, in and upon the ſaid lands called *B. Park*, within the ſaid parish of *B.* and every or any part or parcel thereof, at their wills and pleaſures, for the ſearching, having and taking up of lead, tin ore, copper ore, or any other metal or metals as ſhall be there found, and to follow the ſame according to the law and cuſtoms of the ſtannaries, as fully in every reſpect as he the ſaid *T. P.* lawfully might or could do, if theſe preſents had never been made, and the ſame ſo trenched, digged and mined, to take and carry away from time to time, and at all times during the term by theſe preſents demiſed, or mentioned or intended ſo to be, and ſufficient ground leave for the laying of all ſuch lead ore, copper ore, or any other ore, metal or metals, as ſhall or may be there had or wrought: and alſo all ways, paths, paſſages, waters, water-courſes, drains, cuts, commodities, emoluments, privileges and appurtenances whatſoever thereunto belonging, or therewith uſed and enjoyed; and all the eſtate, right, title and intereſt of him the ſaid *T. P.* of, in and to the ſaid mines and premiſſes; *To have, hold*, uſe, occupy and enjoy the ſaid mines, pits and veins of lead, tin ore, copper ore, or other metal or metals, with free liberty of digging, trenching, ſearching and carrying away the ſame, with all and ſingular other the premiſſes, hereby granted, ſet or demiſed, or meant or intended ſo to be, with their and every of their rights, members and appurtenances, to the ſaid (*four leſſees*), their executors, adminiſtrators and aſſigns, from henceforth, for and during and unto the full end and term of 75 years, from hence next enſuing and fully to be compleat and ended; *Yielding*, rendering, paying and delivering therefore from time to time, during the ſaid term, every ſixth diſh, or one full ſixth part of all the ore of lead, or other metal, which during the ſaid term ſhall be got, had, gained or taken from out of the ſaid mines. (*As the time of payment.*). *Provided always*, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, and it is the true intent and meaning hereof, that if the ſaid (*four leſſees*), or their executors, adminiſtrators or aſſigns, ſhall at any time or times during the ſaid term refuſe, omit or neglect to carry on and work the ſaid mines, with ſuch a competent number of workmen as ſhall be thought proper to work and carry on the ſame, and in the beſt and moſt effectual manner, and according to the uſual practice and courſe of carrying on ſuch mines with effect, for the ſpace of 30 days together, or for the ſpace of 50 days in any four kalendar months of any one year of the ſaid term, (caſes of inevitable neceſſity and unavoidable accidents only excepted); *Or* if the ſaid (*four leſſees*), their executors, adminiſtrators or aſſigns, or any of them, at any time or times during the ſaid term, do not nor ſhall deliver or cauſe to be delivered to the ſaid *T. P.* his heirs or aſſigns, every ſixth diſh or the ſixth part of all the ſaid ore reſerved to the ſaid *T. P.* his heirs and aſſigns, as aforeſaid, according to the true intent and meaning of theſe preſents, within the ſpace of 20 days next after the ſame ought to be rendered or delivered as aforeſaid; that then and in either of the ſaid caſes, and ſo often, it ſhall and may be lawful to and for the ſaid *T. P.* his heirs or aſſigns, into and upon the ſaid mines and premiſſes, or any part thereof, in the name of the whole to re-enter, and thereout and therefrom to expel and amove the ſaid (*leſſees*), their executors, adminiſtrators and aſſigns, and every of

Habendum.

Habendum the ſixth diſh.

Proviſo in caſe the work is not carried on,

or the ſixth diſh delivered, &c.

to re-enter, &c.

of them, their and every of their agents, workmen and ſervants, and to have and enjoy the ſame again as in his and their former eſtate, as fully as if theſe preſents had not been made; and that from thenceforth the term, eſtate and intereſt hereby granted or ſet, or ſo much thereof, as ſhall be then to come, ſhall ceaſe, determine, and be abſolutely void to all intents and purpoſes whatſoever, theſe preſents, or any thing herein contained to the contrary thereof, in any wiſe notwithſtanding: *And* the ſaid (*four leſſees*) for themſelves and ſeverally, and for their ſeveral and reſpective heirs, executors, adminiſtrators and aſſigns, and every of them, covenant, grant and agree, to and with the ſaid *T. P.* his heirs and aſſigns, in manner as follows, *viz.* That they the ſaid (*leſſees*), or ſome of them, or ſome of their executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will, from time to time during the ſaid term, well and truly yield, render, pay and deliver, or cauſe to be yielded, rendered, paid and delivered unto the ſaid *T. P.* his heirs or aſſigns, the ſixth diſh, or one full ſixth part of all the ſaid ore reſerved to the ſaid *T. P.* his heirs and aſſigns as aforeſaid, according to the ſaid reſervation, and according to the true intent and meaning of theſe preſents: *And further*, that they or ſome of them, their or ſome of their executors, adminiſtrators or aſſigns, ſhall and will, from henceforth during the ſaid term, and at all times, work and carry on, or cauſe or procure to be worked and carried on, with ſuch a competent number of workmen as ſhall be thought proper for that purpoſe, the ſaid mines hereby demiſed and let, in an effectual manner, and according to the uſual courſe and practice of carrying on ſuch mines with effect, and according to the true intent and meaning of theſe preſents: *And it is hereby agreed and declared* by and between all the ſaid parties, and the true intent and meaning of them and of theſe preſents is, that if at any time hereafter, during the ſaid term, the ſaid *T. P.* his heirs or aſſigns, or any of them, ſhall be minded and deſirous to become an adventurer in the ſaid work for one full ſixteenth part thereof, over and above the ſaid ſixth diſh or ſixth part thereof, and of ſuch his mind and deſire ſhall give or leave three months notice in writing to and for the ſaid (*leſſees*), or any of them, their or any of their executors, adminiſtrators or aſſigns, or to any perſon or perſons who ſhall be employed as clerk or clerks, overſeer or overſeers of the ſaid work for the time being, or any of them, that then, from and immediately after the expiration of ſuch three months, the ſaid *T. P.* his heirs or aſſigns, ſhall be and become, and ſhall be admitted an adventurer and partner in the ſaid mines for one full ſixteenth part thereof for the then reſidue of the ſaid term, and ſhall come in on a clear floor; and ſhall have, receive and enjoy, one full ſixteenth part of all the profits and advantages thereof from thenceforth; he the ſaid *T. P.* his heirs or aſſigns, from thenceforth paying one full ſixteenth part of all charges and expences of working and carrying on the ſaid mines; in the like manner the other adventurers and partners therein ſhall pay their proportions of the ſame charges and expences, as equal in ſuch caſes: *And* the ſaid *T. P.* for himſelf, his heirs and aſſigns, doth covenant, grant and agree, to and with the ſaid (*leſſees*), their executors, adminiſtrators and aſſigns, that he and they paying, rendering, doing and performing all the rent, reſervations, covenants and agreements herein contained, on their parts and behalf to be paid, rendered, done and performed, according to the

Covenant to deliver the diſhes,

and procure ſufficient workmen.

Of taking in an adventurer.

Peaceable enjoyment.

true

intent and meaning of theſe preſents, he and they ſhall and may, during all the ſaid term of 15 years, peaceably and quietly hold, uſe, occupy, work, carry on and enjoy the ſaid mines, and veins of lead, tin ore, copper ore, or other metal or metals, and ſingular other the premiſſes hereby demiſed or ſet, or meant ded ſo to be, with their appurtenances, without any let, ſuit, interruption, moleſtation, claim or demand whatſoever, of or ſaid *T. P.* his heirs or aſſigns or any of them, or any other perperſons lawfully claiming or to claim, from, or under him, them of them. *In Witneſs*, &c.

of a Copyhold Meſſuage and Lands given to a Charity from nbwardens, to a Tenant, &c. *with Reſervation of Timber*, &c.

THIS *Indenture*, made, *&c. Between T. B.* and *S. G.* (churchwardens of that part of the pariſh of St. *Giles, Cripplegate*, is in the city of *London)* of the one part, and *G. G.* of the pa- *D.* in the county of *Eſſex*, innholder, of the one part, *Witneſ-* that as well for and in conſideration of the coſts and charges which ſaid *G. G.* will expend and lay out in repairing and amending the after demiſed meſſuage or tenement, as alſo for and in conſide- of the yearly rent and covenants herein after reſerved and con- on the part of the ſaid *G. G.* his executors, adminiſtrators and to be paid, done and performed, *They* the ſaid *T. B.* and *S.* themſelves and their ſucceſſors, churchwardens of the ſaid pariſh *G. C.* in the city of *London*, *Have* demiſed, leaſed, and to farm and by, *&c. Do*, and each of them *Doth*, *&c.* unto the ſaid his, *&c. All* that copyhold or cuſtomary meſſuage or tenement called or known by the name or ſign of the *George*, together, *&c.* which ſaid meſſuage or tenement, lands and premiſſes hereby de- are ſituate, lying and being in *D.* aforeſaid, and as the ſame in the occupation of him the ſaid *G. G.* or his undertenants or together with all ways, *&c. Except* and always reſerved out of demiſe unto the ſaid *T. B.* and *S. G* the ſaid preſent and all ceeding churchwardens of that part of the ſaid pariſh of St. which is in the city of *L. All* timber and other trees, which time during this demiſe, ſhall be ſtanding, growing or the ſaid hereby leaſed premiſſes, or any part thereof, free liberty of ingreſs, egreſs and regreſs at all ſea- for them the ſaid preſent churchwardens and their ſuc- being, with their workmen, horſes, carts or other- upon the ſaid premiſſes, and to fell, cut down, grub up, away the ſame, and alſo the like liberty for them to en- view the defects and wants of reparations of the ſaid pre- twice or oftener in every year during this demiſe, and then to

give

give notice for the repairs and amendments thereof; *To have a hold* the ſaid meſſuage or tenement, lands, and all and ſingular othe herein before-mentioned and intended to be hereby demiſed prem with their and every of their appurtenances (except as herein b excepted) unto the ſaid *G. G.* his executors, adminiſtrators and a from, *&c.* for and during and unto the full end and term of the y year, and ſo from year to year until the full term of 14 years ſh fully compleated and ended therein, commencing from *Lady-Da* laſt paſt; if they the ſaid churchwardens can legally demiſe th copyhold premiſſes in ſuch manner and for ſuch term and terms b cuſtom of the manor, or whereof the ſame premiſſes are holden, out forfeiting the ſame into the hands of the lord of the ſaid manor without incurring ſome penalty or forfeiture thereby; *Yielding and ing* therefore yearly and every year, during the continuance of th miſe, unto the ſaid churchwardens and their ſucceſſors for the being, *In Truſt Nevertheleſs* for the uſe and benefit of the poor o freedom part of the ſame pariſh as ſhall be legally intitled there *The* yearly rent or ſum of 10 *l.* of, *&c.* at two of the uſual half-y feaſts, *&c.* and the ſaid *G. G. &c.* *(Covenant to pay the rent.)*

A Leaſe from the Miniſter, Churchwardens, &c. *of a Pariſh fi Years, wherein a Fine is paid.*

——— *Between R. A.* clerk, rector of the pariſh church of S *U. London, J. C.* citizen and blackſmith of *London,* and *J.* *London,* merchant, churchwardens of the ſaid pariſh, of the one and *G. E.* of, *&c.* of the other part, *Witneſſeth,* that the ſaid *R.* *C.* and *J. H.* (by order of veſtry held in the pariſh church of S *U.* aforeſaid the 11th day of *March* inſtant, made by moſt of the cipal inhabitants of the ſaid pariſh) as well for and in conſideratio the ſum of, *&c.* to them or one of them in hand paid at, *&c.* b ſaid *G. E.* well and truly paid to and for the uſe and benefit of the belonging to the ſaid pariſh, the receipt whereof the ſaid *R. A.* and *J. H.* do hereby acknowledge, and thereof, *&c.* as alſo fo in conſideration of the yearly rent, *&c. Have* demiſed, *&c. A* *&c. To have,* &c. unto the ſaid *G. E. Yielding and paying* th yearly and every year during the ſaid term, unto the ſenior churc den of the ſaid pariſh and his ſucceſſors for the time being, the rent or ſum of 15 *l.* 4 *s.* of, *&c.* by two equal payments, *&c.* in the veſtry room in the pariſh church of St. *A. U.* aforeſaid, free any deduction of or for any manner of taxes or impoſitions parliam ry, ordinary or extraordinary, *(Covenants.)* *In Witneſs,* &c.

A Leaſe from the Truſtees of a Charity.

— *Between R. A.* doctor of divinity and rector of the pariſh of without *B. London*, *T. R.* &c. (ſurviving acting truſtees of and meſſuages and hereditaments herein after mentioned to be hereby for preſerving to the poor of the ſame pariſh of St. *B.* the benefit certain charity heretofore given by *V. G.* purſuant to truſts created pointed by *M. W.* and alſo for preſerving to the poor of the ſaid the benefit of a charity heretofore given by *P. W.*) of the firſt *W. H.* and ——— churchwardens of the ſaid pariſh of the ſecond and *J. H.* citizen and carpenter of *London*, of the third part, ſaith, that for and in conſideration of the yearly rent, &c. they the *R. A. T. R.* &c. truſtees, &c. *Have*, &c. leaſed, &c. unto the *J. H.* his, &c. *All* thoſe, &c. *To have and to hold* the ſaid ſeve- meſſuages, &c. unto the ſaid *J. H.* his, &c. from, &c. for and &c. *Yielding and paying* therefore yearly and every year during ſaid term of 35 years, at the veſtry of the church of the ſaid pariſh *B.* the yearly rent or ſum of 20 *l.* of, &c. at, &c. *Provided alſo*, is hereby declared and agreed by and between all the parties to preſents, and the true intent and meaning of them and of theſe are, that if the ſaid *J. H.* his executors, adminiſtrators or ſhall pay or cauſe to be paid to the churchwardens of the ſaid of St. *B.* without *B.* for the time being, or to one of them, ſuch ſums of money, as, for and in reſpect of the rent by theſe reſerved, ſhall from time to time become due by virtue of theſe all and every ſuch payment and payments to ſuch warden or wardens ſhall be accepted, admitted and allowed as effectually charge ſo much rent, payable by virtue of theſe preſents, and the herein before contained, as ſhall from time to time have paid to ſuch churchwarden or churchwardens, as if each and every payment had been actually made into the proper hands of the or perſons, who by virtue of the reſervation of the rent herein contained had been by law intitled to or might have claimed to the ſame; it being the intent of all the parties to theſe preſents, the rent, which from time to time ſhall be received by virtue of preſents, ſhall be by the churchwardens for the time being of the pariſh of St. *B.* paid, applied and diſpoſed of in purſuance and of the reſpective charitable gifts herein before mentioned. *Witneſs*, &c.

A Leaſe

A Leaſe of Tithes.

The grant. The tithes.

THIS *Indenture*, made, &c. *Between R. H.* clerk, rect
&c. of the one part, and *R. C.* of, *&c.* of the other, *Wit*
that the ſaid *R. E.* for divers conſiderations him hereto moving,
granted and demiſed, and hereby *Doth* grant and demiſe unto th
R. C. All thoſe the tithes and tenths of corn, grain and hay whatſo
and of lambs, wool, eggs, fruits of trees, hemp and flax, and h
yearly ariſing coming and growing within the townſhip or pariſh o
aforeſaid, and their tithable places thereof, and all his eſtate,
title, intereſt and demands therein or thereto; *To have and to*
receive, take and enjoy all the tithes aforeſaid to the ſaid *Robert*,
executors, adminiſtrators and aſſigns, from the feaſt day of St. *M*
the archangel laſt paſt unto the end of the term of three years
thence next enſuing, and fully to be ended (if the ſaid *Richard* ſh
long continue rector of the church aforeſaid); *Yielding and P*
therefore yearly, during the continuance of this demiſe, unto the
R. E. or his aſſigns, the rent or ſum of 40 *l.* at the feaſts of the
nunciation of the Bleſſed Virgin *Mary* and St. *Michael* the archa
by equal portions, at or in the now dwelling-houſe of the ſaid *R.*
H. aforeſaid; and rendering alſo and delivering yearly to the ſaid
ard or his aſſigns, at the place aforeſaid, two good cart-loads of w
ſtraw, and one good cart-load of good barley ſtraw on the 21ſt d
December, during the ſaid term: *Provided* that nothing herein co
ed ſhall extend or to be conſtrued to give to the ſaid *Robert*, o
aſſigns, any intereſt or right in or to any the glebe land and ap
nances or homeſtall of the ſaid parſonage, or in or to any ſums p
by reaſon of burials in the chancel, the *Eaſter* book, mortuaries o
riots, or in or to any offerings, obligations and ancient compoſi
the profits of the church-yard, or any other dues or profits payable
of right demandable by the rector of the church aforeſaid for the
being, ſave only in and to the tithes and tenths above particularly
expreſsly mentioned to be hereby granted: *Provided alſo*, that i
ſaid *Richard* ſhall, during this demiſe, depart this life or reſign th
parſonage, or the ſaid church become vacant by any other lawful a
ance, then he the ſaid *Robert*, his executors and aſſigns, ſhall pa
or render any other or more rent than what ſhall be proportionab
the value of ſuch or ſo much of the ſaid tithes, as he or they ſhall
received by virtue hereof to the time of ſuch avoidance: *And*
ſaid *Robert* doth hereby for himſelf, his executors and adminiſtra
covenant and grant to and with the ſaid *R. E.* his executors and a
that he the ſaid *Robert*, his executors or aſſigns, ſhall and will well
truly pay and render, or cauſe to be paid and rendered to the ſaid *R.*
his executors or aſſigns, the ſaid ſeveral rents of money and ſtraw
manner aforeſaid; *And* the ſaid *R. E.* doth hereby covenant with
ſaid *Robert* and his aſſigns, that he and they ſhall and may lawfully
c

Habendum for three years, if the leſſor ſo long continue rector. *Reddendum* the rent.

Reddendum three loads of ſtraw.

Proviſo that this demiſe touch not any intereſt to glebe land, mortuaries, oblations, &c.

Proviſo that if there be an avoidance by death, or otherwiſe, the rent ſhall be apportioned according to the value of tithes received.

Covenant for payment of the rents.

ve and enjoy the ſaid tithes hereby granted, and at all times during
e continuance of this demiſe, under the covenants, grants and pro-
es aforeſaid, without the let, denial, demand or incumbrance of him
ſaid *Richard*, or any other perſon claiming or to claim by or under
n: *And laſtly*, it is hereby mutually agreed by and between the ſaid
es hereunto, that the ſaid *R. E.* and his aſſigns, ſhall and will bear
pay to the ſaid *Robert* and his aſſigns, upon his and their requeſt,
ociety or half part of all charges of ſuit to be expended by the ſaid
t or his aſſigns, in any ſuit to be commenced at law or in equity,
covery of any tithes hereby granted, ſo as the ſaid *Richard* do re-
again of the ſaid *Robert*, or his aſſigns half the ſums of money
the ſaid *Robert* ſhall recover in ſuch ſuit, over and above the ſin
ke of ſuch tithes ſo to be with-held, and ſo as ſuch ſuit or ſuits
occaſioned by or through the default, miſcarriage or evil demea-
f the ſaid *Robert*, his executors or adminiſtrators, or his or their
ts or aſſigns, in ſetting out, collecting or receiving the ſame tithes,
Teſte, &c.

Covenant for quiet enjoyment.

An agreement that the leſſor ſhall pay half law charges, if any be, in recovering the tithes, if not through the leſſee's default or miſdemeanor.

Another.

THIS *Indenture*, &c. *Between* the reverend *A.* clerk, rector of
the pariſh church of *R.* in conſideration, *&c.* of the one part,
(3 *leſſees*) of the ſame pariſh of the other part, *Witneſſeth*, that for
in conſideration of the yearly rents, covenants, conditions and
ements herein after mentioned, reſerved and contained on the part
behalf of the ſaid (3 *leſſees*) their executors, adminiſtrators and
s, to be paid, performed, fulfilled and kept, and for other good
s and conſiderations him the ſaid *A.* hereunto moving, *He* the ſaid
th demiſed, leaſed and to farm letten, and by, *&c.* unto the ſaid
ſes) *All* thoſe tithes and tenths of corn, grain, hay, wool, lamb,
, and all other tithes, dues and duties whatſoever, and of what
e or kind ſoever, yearly ariſing, increaſing, growing and becom-
ing, and payable within or out of the townſhip or pariſh of *R.*
ſaid, and the fields, liberties, precincts and territories thereof, or
y part thereof, which belong to the ſaid *A.* as rector or parſon of
ſaid pariſh of *R.* *Together* with the full uſe and benefit of the great
and hay barns, hovels, ſituate in the yard or backſide of and be-
ing to the parſonage houſe of *R.* for the putting and lodging their
e corn, grain and hay therein, and alſo the free uſe of the ſaid yard
backſide, to feed and fodder their cattle, hogs and poultry therein,
ther alſo with full and free liberty of ingreſs, egreſs and regreſs,
them the ſaid —— their executors, adminiſtrators and aſſigns,
their ſervants, workmen, horſes, carts and other cartiages,
by and through all the uſual ways and paſſages to enter
come into and upon the ſaid barns, hovels, and yard or
kſide, at all times during the continuance of the demiſe
hereby

Demiſe.

Tithes.

Uſe of tithe, barns and liberties, *&c.*

Exceptions.

hereby made; *Except and always reſerved* out of this preſent leaſe unto the ſaid *A.* all and all manner of *Eaſter* offerings, mortuaries, chriſtenings, churchings, marriages, burials, and alſo the tithe of wool, lamb, milk, honey, and all other tithes, dues and duties that are paid and uſually reckoned as ſmall tithes in, upon, or of the town, fields, liberties or precincts of *Little Manby* in the ſaid pariſh of *R.* and alſo except and reſerved unto the ſaid *A.* all the tithe of wood or compoſition for the ſame, in and belonging to the ſaid rectory or parſonage, and likewiſe all and all manner of tithe, that may be had, claimed, or taken for the glebs lands belonging to the ſaid rectory, and now in the occupation, *&c.* and all full and free liberty for him the ſaid *A.* and his aſſigns, at leaſt four times in the year, during the continuance of this demiſe, to come into and upon the ſaid barns and hovels, or any part thereof, to view and ſee the conditions and reparations of the ſame, and to give orders for the thatching, daubing and mortering thereof, when and where wanting; *To have and to hold*, receive, take and enjoy the ſaid tithes or tenths of corn, grain, hay, wool, lamb, milk, uſe of the ſaid barns, hovels and backſide, and all and ſingular other the herein before mentioned and intended to be hereby demiſed tithes and premiſſes, with their appurtenances, (except as herein before is excepted) unto them the ſaid ——— their executors, adminiſtrators and aſſigns, (in three equal proportions, and without any benefit or advantage of ſurvivorſhip to be had or taken by any or either of them, in manner as herein after mentioned) from the feaſt-day of the annunciation of the bleſſed virgin *Mary* laſt paſt, for and during, and unto the full end and term of three years from thence next enſuing, and fully to be compleat and ended, if he the ſaid *A.* ſhall ſo long live and continue rector of the pariſh of *R.* aforeſaid, *Yielding and paying* therefore yearly and every year, during the continuance of this demiſe, unto the ſaid *A.* or his aſſigns, at or in the parſonage houſe aforeſaid, the yearly rent or ſum of 100 *l.* of, *&c.* at or upon the four moſt uſual feaſts or days for payment of rent in the year, *viz.* the feaſt days of the nativity of St. *John*, Baptiſt, *&c* by four even and equal portions; the firſt payment whereof to begin and be made on the feaſt day of St. *John* Baptiſt now next enſuing; *And rendering* and delivering yearly unto the ſaid *A.* or his aſſigns, at the place aforeſaid, (if by him or them ſo required) three good cart loads of wheat-ſtraw or ſtubble for thatching on the 21ſt day of *December*, during the continuance of the ſaid term; *He* the ſaid *A.* or his aſſigns, paying and allowing unto them the ſaid ——— their executors, adminiſtrators and aſſigns, for the ſaid wheat ſtraw or ſtubble, and a good and ſufficient town bull to be by them provided for the uſe of the ſaid pariſh, and to go and paſture with the town herd of beaſts thereof, the ſum of four pounds for the whole term, in ſuch manner as herein after is mentioned; *And* the ſaid (*three leſſees*) for themſelves ſeverally, and not jointly, and for their ſeveral reſpective executors, adminiſtrators and aſſigns, and every of them, covenant, grant and agree to and with the ſaid *A.* his executors, adminiſtrators or aſſigns, by theſe preſents, in manner as follows, *viz.* that they the ſaid ——— ſome or one of them, their, ſome or one of their executors, adminiſtrators or aſſigns, ſhall and will yearly and every year during the continuance of this demiſe, well and truly pay, or cauſe to be paid unto the ſaid *A.* his executors, adminiſtrators or aſſigns, the ſaid

Habendum.

Reddendum.

Money rent.

Straw rent.

Leſſees covenant,

to pay and render rents.

ſaid yearly rent or ſum of 100*l.* of ſuch lawful money as aforeſaid, up-
the four feaſt days herein before mentioned and appointed for pay-
thereof; and alſo render and deliver yearly unto the ſaid *A.* or his
, if by him or them ſo required, the ſaid three loads of wheat
or ſtubble, according to the ſeveral reſervations thereof, in man-
aforeſaid, and the true intent and meaning of theſe preſents;
alſo ſhall and will from time to time, and at all times, during the
continuance of this demiſe, bear, pay and diſcharge all and all manner
taxes, levies, rates, duties and aſſeſſments whatſoever, that ſhall be
ſed, charged or chargeable upon, or payable out of, or for or in re-
of the ſaid hereby demiſed tithes and premiſſes, or any part there-
by any law or cuſtom now in force or hereafter to be made, (other
and except the land tax uſually paid by landlords, and which is to
id by the ſaid *A.* or his aſſigns, or to be allowed by him or them
of the ſaid hereby reſerved yearly rent of 100*l.*) and thereof, and
ſ from every part thereof, ſhall and will acquit, exonerate and diſ-
, as well the ſaid *A.* and his aſſigns, as alſo the ſaid hereby de-
tithes and premiſſes; *And alſo* that they the ſaid ——— nor any
ther of them, ſhall not nor will, at any time during the continuance
ſaid term, demiſe, let, ſet or aſſign over the ſaid hereby leaſed
and premiſſes, or any part thereof, to any perſon or perſons whom-
, without the licence and conſent of the ſaid *A.* or his aſſigns in
under his or their hand and ſeal, firſt had and obtained for that
; *And alſo* that they the ſaid ——— their executors, admini-
and aſſigns, or ſome or one of them, at their own proper coſts
harges, ſhall and will from time to time, and at all times during
continuance of the term hereby demiſed, when, where, and as of-
need or occaſion ſhall be or require, cauſe the ſaid two barns and
s to be well and ſufficiently repaired and amended, with thatching,
ing, or mortered only, and the ſame being ſo well and ſufficiently
red and amended with ſuch thatching, mortering or daubing as
ſaid, ſhall and will (at the end, expiration, or other ſooner deter-
ion of this preſent leaſe, which ſhall firſt happen) peaceably and
ly leave, ſurrender, and yield up unto the ſaid *A.* or his aſſigns;
alſo ſhall and will, at their like coſts and charges, during the con-
nce of this demiſe, find and provide a good and ſufficient town bull,
and paſture with the town herd of beaſts of the ſaid pariſh of *R.*
for the uſe and benefit of all the inhabitants of the ſaid pariſh;
the ſaid *A.* for himſelf, his executors and adminiſtrators, doth here-
enant, grant and agree to and with each of them the ſaid ———
executors, adminiſtrators and aſſigns, in manner as follows, *viz.*
the ſaid *A.* (in conſideration of ſuch ſtraw or ſtubble to be by
the ſaid ——— their executors or adminiſtrators, yearly delivered,
required, and of ſuch town bull to be by them ſo provided for the
ſh, in manner as aforeſaid), ſhall and will, out of the laſt yearly
hereby reſerved and payable, allow and pay to them the ſaid ———
executors or adminiſtrators, the full ſum of four pounds of lawful
, to be divided in three equal parts amongſt them; and that it
ſhall and may be lawful to and for them the ſaid ——— their execu-
and adminiſtrators, to retain and deduct the ſaid ſum of four
in the proportions aforeſaid out of ſuch laſt yearly rent hereby re-
ed accordingly; *And further*, that they the ſaid ——— their exe-

Alſo all taxes.

Not to let without leſſor's conſent.

To repair.

And find a town bull.

Leſſor's covenant for leſſee's quiet enjoyment, and for allowing 4*l.* &c.

cutors, adminiſtrators, and aſſigns, (paying the ſaid yearly rent of 10
and delivering to the ſaid *A.* or his aſſigns, the ſaid three loads of wh
ſtraw or ſtubble, in manner and according to the ſeveral reſervatio
thereof as aforeſaid, and alſo performing, fulfilling and keeping all
every the covenants, conditions and agreements herein and hereby m
tioned and contained on their parts to be paid, done and performed,
cording to the true intent and meaning of theſe preſents) ſhall and
lawfully, peaceably and quietly have, hold, take, receive, occupy,
ſeſs and enjoy all the ſaid tithes, uſe of the ſaid barns, hovels and ba
ſi[illegible], and all and ſingular other the herein before demiſed premi
with their appurtenances, (except as firſt above is excepted) for and d
ing all the ſaid term of three years hereby demiſed, (if he the ſaid
ſhall ſo long live and continue rector of the pariſh of *R.* aforeſaid) wi
out any let, ſuit, trouble, eviction, hindrance, interruption or diſtu
bance whatſoever, of or by the ſaid *A.* or any other perſon or perſ
whomſoever, lawfully claiming or to claim, by, from, or under h
Power of re-entry. or by or with his conſent, privity, means or procurement: *Provi
always*, and theſe preſents are upon this condition nevertheleſs, an
is the true intent and meaning of theſe preſents, that if it ſhall hap
the ſaid yearly rent of 100*l.* herein before reſerved, ſhall be behind
unpaid, in part or in all, by the ſpace of 30 days next after any o
ther of the ſaid feaſt days, on which the ſame ought to be paid as af
ſaid (being lawfully demanded) or the ſaid three loads of wheat-ſtraw
ſtubble ſhall not yearly be rendered or delivered (if ſo required) acco
ing to the ſeveral reſervations thereof, in manner as aforeſaid; or if
ſaid ——— any or either of them, their, any or either of their exe
tors or adminiſtrators, ſhall at any time or times, during this dem
ler, ſet, aſſign or depart with their, any or either of their intereſt
poſſeſſion of and in the ſaid hereby leaſed tithes and premiſſes, or
part or parcel thereof, to any perſon or perſons whomſoever, with
the ſpecial licence and conſent of the ſaid *A.* in writing under his h
and ſeal firſt had and obtained for that purpoſe; that then, in an
either of the caſes aforeſaid, it ſhall and may be lawful to and for
ſaid *A.* at any time then afterwards, into and upon the ſaid hereby
miſed premiſſes, or any other part thereof, in the name of the whol
re-enter, and the ſame, and every part thereof to have again, repo
and enjoy, as in his former eſtate; any thing herein contained to
contrary thereof in any wiſe notwithſtanding; *Provided alſo*, and it is h
As to avoidance. by agreed and declared by and between all the parties hereto, tha
caſe the ſaid *A* ſhall, during the term hereby demiſed, depart this
or reſign the ſaid rectory or parſonage, or that the ſame ſhall become
cant by any other lawful avoidance, or otherwiſe, that then in any
either of the ſaid caſes, they the ſaid ——— their executors, adm
ſtrators and aſſigns, ſhall not pay or be obliged to render any othe
more rent than what ſhall be proportionable to the value of ſuch o
much of the ſaid hereby leaſed tithes, as they ſhall have received by
tue of the demiſe hereby made, to the time of ſuch avoidance as af
ſaid; any thing, *&c.* *And laſtly*, it is hereby covenanted, conclu
Mutual agreements between leſſees, as to payment of the rent, &c. upon and mutually agreed and declared by and between them the
——— for themſelves ſeverally and reſpectively, and for their ſev
and reſpective executors and adminiſtrators, in manner as follows, o
That as well the ſaid yearly rent of 100*l.* ſo reſerved as aforeſaid,
a

the ſaid three loads of wheat ſtraw or ſtubble, rendered and deli-
ed when required as aforeſaid, as likewiſe all ſuch charges for taxes
be paid and made as aforeſaid, and of the ſaid town bull to be pro-
ed as aforeſaid, ſhall be by them the ſaid —— their reſpective exe-
ors, adminiſtrators and aſſigns, paid and rendered, made and pro-
ed, in three equal parts and proportions, ſhare and ſhare alike, at all
s during the continuance of the term hereby demiſed, and alſo at
nd or other determination thereof; *And further*, that no benefit or Survivorſhip.
vantage of ſurvivorſhip whatſoever ſhall be had or taken by any or ei-
of them the ſaid *B. C.* and *D.* or their or any of their executors
adminiſtrators, in caſe of any of their deaths during this demiſe, but
the ſurvivors and ſurvivor of them, his executors and adminiſtra-
ſhall, during the continuance of the demiſe hereby made, be in-
ed to and poſſeſſed of all and ſingular the tithes and premiſſes (ſub-
nevertheleſs to the rents and covenants herein above reſerved and
ſaid, in manner as follows) to wit, as to one third part thereof
whole in three equal parts to be divided) the ſame ſhall go and be-
to the ſaid *B.* his executors and adminiſtrators; as to one other
part thereof, the ſame ſhall go and belong to the ſaid *C* his exe-
rs and adminiſtrators; and as to the other third part thereof, the
ſhall go and belong to the ſaid *D.* his executors and adminiſtrators.
Witneſs, &c.

Leaſe for 1000 *Years by way of Mortgage for Security of the Purchaſe Money, prior to the Conveyance of the Premiſſes to the Purchaſor.*

THIS *Indenture Tripartite*, &c. *Between R. B.* of the firſt part, *W. S.* of the ſecond part, and *W. P.* a perſon named on of and in truſt for the ſaid *R. B* of the third part. *Whereas* ſaid *W. S.* hath agreed with the ſaid *R. B.* for the abſolute pur-
, to him and his heirs, of the capital meſſuages, *&c.* herein after
oned to be demiſed or granted, with their appurtenances, for the
of 2600 *l.* *And whereas* the ſaid *W. S.* is to pay down of the ſaid
aſe-money of 2600 *l.* unto him the ſaid *R. B.* the ſum of 600 *l.*
, and hath agreed that the ſaid capital meſſuage, *&c.* herein after
oned, ſhall be mortgaged for the better ſecuring of the payment of
ſum of 2000 *l.* the remainder of the ſaid purchaſe ſum of 2600 *l.*
intereſt for the ſame after the rate of 5 *l. per cent.* according to the
meaning of the proviſo or condition hereafter in theſe preſents men-
ed or contained; and that the ſaid *R. B.* ſhall by deed of leaſe and
, to bear date the two ſeveral days after the date of theſe preſents,
e and convey the ſaid premiſſes ſubject to theſe preſents, unto the
W. S. and his heirs: *Now this Indenture witneſſeth*, that in con-
ation thereof, and for the ſecuring the true payment of the ſaid
of 2000 *l.* with intereſt for the ſame after the rate aforeſaid; and

in conſideration of the ſum of 5 *s.* of, &c. to him the ſaid *R. B.* by the ſaid *W. P.* in hand, at, &c. *He* the ſaid *R. B. Hath*, by and with the conſent, direction and appointment, of the ſaid *W. S.* teſtified by his being a party to theſe preſents, and ſigning and ſealing the ſame, bargained, ſold, demiſed, and to farm let, and by theſe preſents *Doth*, &c. unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, *All* that, &c. *To have and to hold* the ſaid, &c. unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during, and until the full end and term of 1000 years from thence next enſuing, and fully to be compleat and ended, without impeachment of waſte; *Yielding and Paying* therefore yearly, during the ſaid term, the rent of one pepper-corn only, on the feaſt-day of, &c. if it ſhall be lawfully demanded; *And* the ſaid *W. S.* for the conſideration aforeſaid, *Doth* by theſe preſents ratify and confirm the ſaid eſtate, term and premiſſes, for and during all the ſaid time or term of 1000 years, unto the ſaid *W. P.* his executors, adminiſtrators or aſſigns; *Provided always*, and upon condition, that if the ſaid *W. S.* his heirs, executors, adminiſtrators and aſſigns, or any of them, do or ſhall well and truly pay, or cauſe to be paid unto the ſaid *W. P.* his executors, adminiſtrators or aſſigns, at or in the *Inner Temple Hall, London*, the full ſum of 2100 *l.* of, &c. in manner and form following; that is to ſay, in or upon the ——— day of, &c. now next enſuing the day of the date of theſe preſents, 50 *l.* part thereof, in or upon the ——— day of, &c. the full ſum of 2050 *l.* and do make the ſaid payments without any deduction or abatement, for or by reaſon of any parliamentary or other taxes, charges or aſſeſſments whatſoever; that then and from thenceforth, this preſent grant, bargain, ſale, demiſe and leaſe, and every article, clauſe and thing therein contained, ſhall ceaſe, determine and be void; this indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding, (W. S. *covenant with* W. P. *to pay the ſaid ſum*): *Provided always*, and it is hereby declared and agreed by and between the parties to theſe preſents, and it is their true intent and meaning, that neither theſe preſents, nor any thing herein contained, ſhall be or extend, or be deemed, conſtrued or taken to be any breach, forfeiture or infringement of any covenant, clauſe or agreement, contained or to be contained or ſpecified in the ſaid indenture of grant or releaſe and conveyance, intended to bear date the ſaid next day but one after the date hereof, and to be made by him the ſaid *R. B* to him the ſaid *W. S.* and his heirs, of the ſaid capital meſſuage, three cloſes, and other the premiſſes, with their appurtenances, according to the agreements aforeſaid; *And* the ſaid *W. P.* doth hereby declare, that his name in theſe preſents is made uſe of at the nomination and in truſt for the ſaid *R. B.* his executors, adminiſtrators and aſſigns, and that the ſaid ſum of 2000 *l.* and the intereſt to accrue for the ſame, is the proper money of the ſaid *R. B.* and that the ſaid *R. B.* his executors, adminiſtrators and aſſigns, ſhall and may enter for non-payment thereof, and ſue and bring any action in the name of him the ſaid *W. P.* his executors, adminiſtrators or aſſigns, for or concerning the ſame; *And further*, that he the ſaid *W. P.* his executors and adminiſtrators, ſhall and will, at the requeſt, coſts and charges, of the ſaid *R. B.* his executors or adminiſtrators, grant and aſſign over theſe preſents unto the ſaid *R. B.* his executors or adminiſtrators, or to ſuch other perſon or perſons,

Habendum to *W. P.* for 1000 years.

Confirmation by *W. S.*

To be void on payment of 2000 *l.*

This indenture not to be a forfeiture of any thing to be contained in the releaſe.

W. P declares himſelf truſtee for *R. B.*

May ſue in *W. P*'s name.

Aſſign the premiſſes to *R. B.*

persons, as he or they shall direct and appoint. *And lastly,* (*W. S. to enjoy the premisses until default in payment*). *In Witness, &c.*

Of Offices in Barbadoes. *Perused and settled by Mr. Serjeant* Selby.

THIS *Indenture Tripartite*, made, &c. *Between R. M.* of, &c. esq; of the first part, *J. W.* of the island of *B.* esq; of the second part, and *T. J.* of *London*, merchant, of the third part. *Whereas* his majesty king *Charles* the Second, by his letters patent, bearing &c. (*recite the same short*) as by the said in part recited letters patent relation, &c. *And whereas* the said *J. W.* from and before the day of *St. Michael the Archangel* now last past, (by virtue of an instrument for that purpose) was and now is in the execution of the office, as deputy to the said *R. M. Now this Indenture witnesseth*, that the said *R. M.* (for the consideration of the yearly rents and covenants hereafter in these presents reserved and expressed, and for divers other good causes and valuable considerations, him the said *R. M.* thereunto moving) *Hath* granted and demised, and by these presents doth depute, constitute and appoint the said *J. W.* his lawful and sufficient deputy of and in the said offices and places of secretary and clerk of the said island of *B.* *And* he the said *R. M.* doth hereby also grant and demise unto the said *J. W. All* the fees, profits, perquisites and advantages whatsoever, to arise or be had or made of the said offices and places, *To hold*, execute and enjoy the said offices and places, and to have, take and receive, all and every the fees, profits, perquisites and advantages whatsoever, arising by virtue of the said offices and places, unto the said *J. W.* his executors, administrators and assigns, from, &c. for, &c. seven years from thence next ensuing, and fully to be compleat and ended, (if he the said *R. M.* shall so long live); *Yielding and Paying* therefore yearly and every year, during the continuance of the said term, unto the said *R. M.* his executors, administrators and assigns, the yearly rent or sum of 420 guineas, at or in the common dining hall of the *Inner Temple, London*, at the four most usual feasts or quarter-days of payment in the year, *viz.* Of, &c. *And also yielding and paying* yearly and every year, during the continuance of the same term hereby demised, unto the said *R. M.* his executors, &c. at the place aforesaid, upon the ——— day of ——— in every of the said years, 2000 *lb.* weight of fine white sugar. *And* the said *R. M.* for himself, his executors, administrators and assigns, *Doth* covenant, promise, grant and agree to and with the said *T. J.* his executors and assigns, by these presents, that it shall or may be lawful

Recital of the king's lettters patent

And that lessee was now in possession, &c.

Consideration.

Deputation and demise of the places, &c.

Habendum.

Reddendum. Money rent.

Reddendum the sugar rent.

For the lessee's quiet enjoyment.

(a) *Note*, Mr. *W.* being under age and beyond sea, lessor covenants with the said person.

to or for the ſaid *J. W.* his executors or aſſigns, to hold, execute, a enjoy the ſaid offices and places for the term aforeſaid, (if he the ſ *R. M.* ſhall ſo long live) and the profits and advantages, iſſuing and ſing thereout, to take and receive to his and their own proper uſe benefit, without any let, ſuit, trouble, interruption, or diſturbance him the ſaid *R. M.* or any other perſon or perſons whatſoever, claim or to claim from, by or under him. *And* the ſaid *J. T.* for him his heirs, executors and adminiſtrators, *Doth*, for and on behalf the ſaid *J. W.* covenant, promiſe, grant and agree to and with the *R. M.* his executors, adminiſtrators and aſſigns, by theſe preſents, manner as follows, *viz.* That he the ſaid *J. W.* ſhall and will, by out of the fees, perquiſites and profits of the ſaid offices and pla well and truly pay, or cauſe to be paid unto the ſaid *R M.* his exe tors, adminiſtrators and aſſigns, for and during the ſaid term of ſe years, (if the ſaid *R. M* ſhall ſo long live) the ſaid yearly rent or of 420 guineas and the 200 *lb.* weight of fine white ſugar, at the and place by theſe preſents appointed for the payment thereof; *And* in caſe the ſaid *R. M.* ſhall die before the expiration of the ſaid t and between any of the ſaid feaſts or quarter-days of payment, then and in ſuch caſe the ſaid *J. W.* or his aſſigns, ſhall pay to the ecutors, adminiſtrators or aſſigns of the ſaid *R. M. pro rata*, and portionably out of the ſaid annual rent of 420 guineas, for the time ſaid *R. M* ſhall die, after ſuch feaſt day or day of payment: *Pro always*, and laſtly it is hereby agreed and declared by and betwee the ſaid parties hereunto, and the true intent and meaning of them of theſe preſents is, that if the ſaid *J. W.* ſhall at any time durin ſaid term, be deſirous to determine the grant and deputation he made, and ſhall give to the ſaid *R. M.* a year's notice thereof, to mence from one of the ſaid feaſt or quarter-days, that then (and the end or expiration of ſuch year, after ſuch notice ſo given as a ſaid) this preſent grant, and the deputation hereby made, ſhall thenceforth ceaſe, determine and be void; and that then and in caſe the ſaid offices and places, and the fees, profits and perqu thereof, ſhall from henceforth reveſt in the ſaid *R. M.* and his aſſi and he and they ſhall have and enjoy the ſame as in his the ſaid *R.* former eſtate; any thing in theſe preſents contained to the con thereof in any wiſe notwithſtanding.

The third perſon's covenant for payment of the yearly rent to leſſor by leſſee.

If leſſor before end of term die between quarter days, to pay to his executors, *&c. pro rata* for the time after ſuch quarter-day.

A power for leſſee to determine preſent leaſe before expiration on giving a year's notice, *&c.*

Another Leaſe of a Royalty, viz. *Fiſhing, Hawking, Hunting, Appointment of Keeper of the Game. By Serjeant S.*

THIS *Indenture*, made, &c. *Between J. S.* of, *&c.* lord of manor of ——— in the county of ——— of the one part, *T. M.* of, *&c.* gent. of the other part, *Witneſſeth*, that the ſaid *J.* (in conſideration of the yearly rent and covenants herein after reſer on the leſſee's part to be paid and performed) *Hath* demiſed, and theſe preſents *Doth* demiſe unto the ſaid *T. M. All* that his the ſaid *S.*'s fiſhery and liberty of fiſhing in the rivers of *B.* and *H.* and other his the ſaid *J. S.*'s liberty of fiſhing and fiſhery in the county *H.* (exce

Premiſſes.

H. (except in the park of *J. C.* eſq; called *H.* park); *And* the ſaid *J.* *Hath*, and by theſe preſents *Doth* alſo demiſe unto the ſaid *J. U.* *All* liberty of hunting and hawking within the ſaid manor, excluſive of all others, *And* doth hereby conſtitute and appoint him the ſaid *T.* keeper of the game there; *To have and to hold* the ſaid fiſhery, liberty of fiſhing and hawking and hunting aforeſaid, with their and every of their appurtenances, (except before excepted) unto the ſaid *T.* his executors, adminiſtrators and aſſigns, from the feaſt-day of *St. Michael the Archangel* next following the date of theſe preſents, for and during, and unto the full end and term of five years from thence next enſuing, and fully to be compleat and ended; *Yielding and Paying* therefore yearly and every year, during the ſaid term of five years, unto the ſaid *J. S.* his heirs and aſſigns, the yearly rent or ſum of 3 *l.* of, and at the two moſt uſual feaſt days or terms in the year, *viz.* The Annunciation, and *St. Michael*, &c. by even and equal portions, without any deduction or abatement whatſoever, for taxes, charged or impoſed by parliament, or otherwiſe howſoever; *And* the ſaid *T. U.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe, grant, and agree to and with the ſaid *J. S.* his heirs and aſſigns, by theſe preſents, that he the ſaid *T. U.* his executors, adminiſtrators and aſſigns, ſome or one of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *J. S.* his heirs and aſſigns, the ſaid yearly rent of 3 *l.* at the days and times herein before limited for payment thereof, during the ſaid term without any ſuch deduction as aforeſaid; *Provided always*, that if the ſaid yearly rent or ſum of 3 *l.* or any part thereof, ſhall be behind and unpaid, in part or in all, by the ſpace of —— days next after either of the feaſt-days abovementioned for payment thereof, during the ſaid term; that then and from thenceforth it ſhall and may be lawful to and for the ſaid *J. S.* his heirs or aſſigns, to reenter the ſaid leaſe and re-enjoy the ſaid premiſſes, as in his or their former eſtate and eſtates, any thing, &c. *And laſtly*, the ſaid *J. S.* for himſelf and his heirs, doth covenant, promiſe and grant to and with the ſaid *T. U.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *T. U.* his executors, adminiſtrators and aſſigns, paying the ſaid yearly rent of 3 *l.* and performing the covenants and agreements herein before mentioned on his and their part and behalf to be performed and kept, ſhall and may from time to time, and at all times hereafter, during the continuance of the ſaid term hereby demiſed, lawfully, peaceably, and quietly have, hold, occupy, poſſeſs and enjoy the ſaid fiſhery and premiſſes, with their appurtenances above demiſed, and every parcel thereof, without the lawful let, ſuit, trouble, eviction or diſturbance of him the ſaid *J. S.* his heirs or aſſigns, or by any other perſon or perſons whatſoever, claiming or to claim by, from, or under him or them, or any of them, or by his, their, any or either of their acts, means or procurement. *In Witneſs*, &c.

Except, &c.

Habendum.

Reddendum.

Leſſee's covenant to pay rent.

To avoid the leaſe on default.

Quiet enjoyment.

A reverſionary

A reverſionary Leaſe.

THIS *Indenture*, &c. *Between* Sir *B. M.* of, *&c.* of the one part; and *C. N.* of, *&c.* of the other part. *Whereas* the ſaid Sir *B. M.* (by the name of *B. M.* gent.) by his indenture of leaſe, bearing date on or about the 28th day of *March*, which was in the year ——— *Did* demiſe and leaſe to *J. K.* of, *&c.* a certain cloſe of land or ground, of which the piece or parcel of ground herein after mentioned to be hereby leaſed is part, for the term of 62 years, commencing from *Lady-day* next before the date thereof; *And* by another indenture of leaſe, bearing date on or about the 26th day of *June*, which was in the year of our Lord ——— the ſaid Sir *B. M.* did demiſe or leaſe unto *T. P.* of *Thavies Inn, London*, gent. the ſaid cloſe of land or ground, (of which the ſaid piece or parcel of ground herein after mentioned to be hereby leaſed is part) from the end or other ſooner determination of the ſaid term of 62 years, for the further term of 18 years, as by the ſaid in part recited indenture of leaſe may more at large appear. *Now*, &c. that for and in conſideration of the ſum of 50 *l.* of, *&c.* to the ſaid Sir *B. M.* paid by the ſaid *C. N.* the receipt, *&c.* and alſo in conſideration of the yearly rents, covenants and agreements herein after reſerved and contained, and which on the tenant's or leſſee's part and behalf ſhall grow due to be paid, done and performed, *He* the ſaid Sir *B. M. Hath* demiſed, leaſed, and to farm letten, and by, *&c. All* that piece of ground, *&c.* the piece of ground, meſſuages, *&c.* in *M.* ſtreet, as deſcribed in a leaſe from an under-leſſee of *K.* to Mr. *N. To hold* ſaid piece of ground, *&c.* unto the ſaid *N.* his executors, *&c.* from *Lady-day*, which will be in the year of our Lord ——— (at which time the laſt of the before recited indentures of leaſe will expire) for and during the full time and term, and unto the full end and term of 59 years from thence next enſuing, and fully, *&c. Yielding and Paying* therefore yearly and every year, during the ſaid term of 59 years hereby demiſed, unto the ſaid *B. M.* his heirs or aſſigns, the yearly rent or ſum of 5 *l.* (being the ſame rent as paid by *N.* in his other above leaſe) *(With uſual covenants as in other leaſes.) In Witneſs*, &c.

Another

Another.

—— *Between* lord *M.* baron of *O.* of the one part, and *J. M.* *&c.* of the other part, *Witneſſeth*, that the ſaid lord *M.* for and in ſideration of the faithful ſervices of the ſaid *J. M.* to the late *C.* of *M.* and alſo in conſideration of the ſurrender of a leaſe, dated, whole, *&c.* are demiſed to the ſaid *J. M. To hold* to the ſaid *J.* his heirs and aſſigns, from the 25th of *March* laſt, for his life, and lives of *A. B.* and the longer liver; and alſo for and conſideration the yearly rent and covenants, *&c.* the ſaid lord *M.* demiſes to the *J. M (the premiſſes granted to him, his heirs and aſſigns)*; *To hold* 11 *years, to commence from determination of the term or eſtate granted* his heirs or aſſigns; *Yielding*, &c. *(auring the term or eſtate granted to* Proviſo. his heirs or aſſigns, 20 *s. a year*; *And Yielding*, &c. *(for the term* Covenants. demiſed, *to him, his executors, adminiſtrators and aſſigns*, 5 *s. a* ; *if ſaid rents be behind, and no ſufficient diſtreſs for rents and ar-* can be found on the premiſſes, *then lawful for lord* M. *to re-enter*; J. M. *will pay rents, keep premiſſes in repair having ſufficient timber*; ranty *from lord* M. *to* J. M. *for the terms and eſtate*; *and lord* M. *conſtitutes and appoints* A. *and* B. *jointly and ſeverally his attor-* to enter and take poſſeſſion and ſeiſin, and ſeiſin and poſſeſſion to deliver M. *or his certain attorney, to his uſe, ratifying what ſaid attornies either of them ſhall do). In Witneſs*, &c.

A Building Leaſe.

THIS *Indenture*, &c. *Between N. B.* doctor in phyſick, *R. W.* of, *&c.* and *R. C.* of, *&c.* of the one part, and *J. E.* of, *&c.* the other part, *Witneſſeth*, that as well for and in conſideration of the great coſts and charges the ſaid *J. E.* hath already been and ſhall be at in building and finiſhing ſeveral new brick meſſuages or tenements on the ground hereunder leaſed; and in conſideration of the yearly rent and covenants hereafter in and by theſe preſents reſerved, mentioned and contained on the part and behalf of the ſaid *J. E.* his executors, adminiſtrators and aſſigns, to be paid, done and performed; as alſo in conſideration of 5 *s.* of, *&c.* to the ſaid *N. B. R. W.* and *R. C.* or one of them, in hand paid, at or before the ſealing and delivery of theſe preſents, the ſaid *R. W.* and *R. C.* by the direction and appointment of the ſaid

ſaid *N. B.* teſtified by his being a party to, and ſigning and ſealing of theſe preſents, *Have* leaſed, ſet, and to farm letten, and by theſe preſents do leaſe, ſet, and to farm let unto the ſaid *S. E. All that* piece or parcel of ground, late part of a certain field, cloſe or ground belonging to the town of *B.* near *Gray's-Inn* in the pariſh, *&c.* being at the North-Eaſt corner of the part of *Red-Lion Street*, which is next *Theobald's Way*, containing in front next *Red-Lion Street*, being Weſtward, 55 foot of aſſize or thereabouts, in the rear, being Eaſtward, 51 foot of aſſize or thereabouts, and on the South ſide next the ground and buildings let to *S. W.* 86 foot nine inches of aſſize, or thereabouts, together with all ways, paſſages, profits, commodities, and appurtenances whatſoever to the ſaid piece or parcel of ground and premiſſes hereby leaſed, belonging or appertaining, therewithal deſigned to be uſed and enjoyed; *To have and to hold* the ſaid piece or parcel of ground, and all erections and buildings now and hereafter to be erected and built, and all and ſingular the premiſſes, with the appurtenances hereby leaſed, unto the ſaid *J. E.* his, *&c.* from, *&c.* until the full end and term of 70 years from thence next enſuing and fully to be complete and ended; *Yielding and paying*, for the firſt year of the term hereby leaſed, the rent of one pepper-corn on the laſt day of the ſame year, if the ſame be lawfully demanded; *And Yielding and Paying* therefore yearly and every year, during the laſt 69 years of the time hereby leaſed, unto ſuch perſon or perſons to whom the immediate reverſion of the ſaid premiſſes ſhall appertain, the yearly rent or ſum of 8 *l.* of, *&c.* on the four moſt uſual feaſt-days, *&c.* *And*, &c. *(Covenant to pay the rent.)* *And* that he the ſaid *J. E.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will, at his, their or ſome of their own proper coſts and charges, on or before, *&c.* well and ſufficiently tile and finiſh the ſaid intended meſſuages or tenements, and from thenceforth at his and their like coſts and charges well and ſufficiently repair, uphold, ſupport, ſuſtain, maintain, amend and keep the ſaid intended meſſuages, tenements or buildings, and that from time time, and at all times during the ſaid term, when, where or ſo often as need or occaſion ſhall be or require; *And alſo* ſhall and will, at his and their, or ſome of their own proper coſts and charges, well and ſufficiently pave, purge, ſcour, cleanſe, glaze, empty, amend and keep all and ſingular the pavements, gutters, ſinks, ſeidges, wydraughts, glaſs and glazed windows whatſoever, which now or hereafter ſhall belong to or be uſed with the ſaid brick meſſuages, tenements and premiſſes, from time to time, and at all times during the ſame term, when, where and ſo often as need or occaſion ſhall be or require; *And* the ſaid brick meſſuages, or tenements and premiſſes, ſo being well and ſufficiently finiſhed, repaired, upheld, ſupported, ſuſtained, maintained, paved, purged, ſcoured, cleanſed, glazed, emptied, amended and kept at the end of the ſaid term hereby demiſed, or other ſooner determination of this preſent leaſe, which ſhall firſt and next happen, peaceably and quietly ſhall and will leave, ſurrender, deliver and yield unto ſuch perſon or perſons to whom the right of the premiſſes ſhall then belong. *And moreover*, that it ſhall and may be lawful as well to and for the ſaid *R. W.* and *R C.* their executors, adminiſtrators and aſſigns, or any of them, as alſo to and for the mayor, bailiffs, burgeſſes and commonalty of the town of *Bedford*, and all others concerned with workmen or others in their or any of their companies, or

Covenant to finiſh the houſes.

To repair.

To deliver up at the end of the term.

View by leſſors, &c.

or without, twice or oftner in every year yearly during the ſaid term hereby leaſed, at any ſeaſonable time in the day-time to enter and come into and upon the ſaid meſſuages, or tenements and premiſſes, and into every or any part thereof, there to view, ſearch and ſee the ſtate and condition of the reparations thereof, and of all ſuch defects, defaults, and wants of reparations thereof, and of all ſuch defects, defaults, and wants of reparations and amendments as ſhall be then and there found, to give or leave notice or warning thereof in writing at the ſaid premiſſes, unto or for the ſaid *J. E.* his executors, adminiſtrators and aſſigns, to repair and amend the ſame. *Provided always*, that if it ſhall happen the ſaid yearly rent or ſum of 8 *l.* or any part thereof, ſhall be behind, &c. *(to re-enter*, &c.)

A Building Leaſe of Houſes within the Liberty of the City of London.

THIS *Indenture*, made, &c. *Between A.* of, &c. of the one part, and *R. D.* of, &c. of the other part, *Witneſſeth*, that as well in purſuance and performance of a certain memorandum or agreement, bearing date the 21ſt day of ——— now laſt paſt, *And alſo* in Conſiderations. conſideration of the great coſts and charges which he the ſaid *B.* hath been and will be at in taking down the old meſſuage, and all buildings now ſtanding on one of the pieces or parcels of ground herein after demiſed, (which he is at liberty to do, and to take and convert to his own proper uſe all the old materials thereupon) and in the erecting and building two new brick meſſuages or tenements upon the ſaid piece of ground, and the other piece of ground herein after demiſed, in purſuance of his agreement for that purpoſe contained in the before mentioned memorandum or agreement, in ſuch manner as therein and herein after is mentioned, as likewiſe in conſideration of the yearly rent, covenants, conditions and agreements herein after reſerved, expreſſed and contained, by and on the part and behalf of the ſaid *R. D.* his executors, adminiſtrators and aſſigns, to be paid, done and performed, *He* the ſaid *A.* Demiſe. *Hath* demiſed, leaſed, ſet and to farm letten, and by, &c. unto the ſaid *R. D.* his executors, adminiſtrators and aſſigns, *All* that the ſaid piece Parcels. or parcel of ground whereon the ſaid old meſſuage, or tenement and buildings now or late ſtood, ſituate, lying and being at the end of *Plough-Court*, alias *Plough-Yard*, in or near *Fetter-Lane*, alias *Fewter-Lane*, in the pariſh of St. *Andrew*, *Holborn*, *London*, on the Weſt ſide of two new meſſuages or tenements there lately built by, and now belonging to the ſaid *A* and which adjoin to a piece or parcel of ground unbuilt, (being the other piece of ground herein after demiſed) on the Eaſt ſide thereof; and alſo all that the ſaid other piece or parcel of ground unbuilt, ſituate, lying and being in *Plough-Yard*, alias *Plough-Court* aforeſaid, next adjoining to the ſaid two new houſes there lately built by the ſaid *A.* which ſaid hereby demiſed two pieces or parcels of ground

ground adjoin to each other, and which, with the abuttals and numbers of feet on the Weſt, North, Eaſt and South ſides thereof, are more particularly and exactly delineated and deſcribed in the plan or ground-plot of the premiſſes, in the margin hereof mentioned and ſet forth, To-

General words. *gether* with the two new meſſuages or tenements, and all other erections and buildings now erecting and building or to be erected and built thereon, purſuant to the aforeſaid memorandum or agreement, and the covenant herein after contained for that purpoſe; *And* all vaults, cellars, areas, ways, paſſages, drains, waters, water-courſes, lights, eaſements, profits, commodities, emoluments and appurtenances whatſoever belonging, and which ſhall belong to the ſaid hereby demiſed premiſſes,

Exceptions. or any part or parcel thereof; *Except nevertheleſs, and always reſerved* out of this preſent demiſe, unto the ſaid *A.* his heirs and aſſigns, and all other perſons, proprietors and landlords of houſes in *Plough-Yard* aforeſaid, the free paſſage and running of water and ſoil coming out of and from the other houſes or tenements in *Plough-Yard* aforeſaid, in, by and through the channels and drains belonging to the ſaid hereby demiſed premiſſes, as have or hath been formerly uſed; ſuch other perſons or their tenants, upon reaſonable requeſt, paying their ſhare and proportion of the charges of cleanſing and repairing the ſaid channels

Habendum. and drains as often as need ſhall require; *To have and to hold* the ſaid two pieces or parcels of ground, two new brick meſſuages or tenements, erections and buildings, and all and ſingular other the herein before mentioned and intended to be hereby demiſed premiſſes, with their and every of their appurtenances (except as before excepted) unto the ſaid

Reddendum a pepper-corn for firſt year. *R. D.* his, *&c.* from, *&c.* for, *&c. Yielding and paying* therefore, for the firſt year of the ſaid term, the rent of one pepper-corn only, on the laſt day of the ſame year, (if the ſame ſhall be lawfully demanded);

Reddendum 14 *l. per ann.* for the laſt 60 years. *And yielding and paying* therefore, yearly and every year during the laſt 60 years, reſidue of the ſaid term of 61 years, unto the ſaid *A.* his heirs and aſſigns, the yearly rent or ſum of 14 *l.* of lawful money of *Great Britain*, at or upon the four moſt uſual feaſts or quarter days for payment of rent in the year, *viz. &c.* by four even and equal portions; the firſt of which quarterly payment is hereby agreed ſhall begin and be made upon, *&c. And* the ſaid *R. D.* for himſelf, his heirs,

Leſſee's covenants, *viz.* executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and agree, to and with the ſaid *A* his heirs, executors, adminiſtrators and aſſigns, and to and with every of them, by

To take down the old meſſuage, theſe preſents, in manner as follows, *viz. That* he the ſaid *R. D.* his executors, adminiſtrators or aſſigns, ſhall and will forthwith, at his and their own proper coſts and charges, wholly take down the ſaid old meſſuage, tenement, and buildings, now or late ſtanding upon part of

and to convert the materials to his own uſe. the ſaid hereby demiſed ground and premiſſes; *Which* he and they are at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper uſe and benefit, without being liable to render or give any account for the ſame to the ſaid *A.* his

To build two new brick meſſuages, &c. heirs or aſſigns; *And alſo* that he the ſaid *R. D.* his executors, adminiſtrators or aſſigns, ſhall and will, at his and their like proper coſts and charges, on or before the 24th day of *June* now next enſuing, and which will be in the ſaid year of our Lord ———, in a good, ſubſtantial, and workman-like manner, erect, build, perfect and completely finiſh two good new meſſuages or tenements on the ſaid hereby demiſed pieces or parcels of ground, or ſome part thereof; and ſhall

and

and will build the ſame with and of good and well burnt bricks, made according to the ſtatute in that behalf lately paſſed and provided, and mortar made with good lime and ſand well mixed, without any earth or loam, (ſaving that the rubbiſh of the old walls may be uſed therein, being well mixed with a proper quantity of new lime); the height of ſtories, thickneſs of walls, and ſcantlings of timber, to be ſuch as are preſcribed and appointed according to the late act of parliament, and in ſuch manner as new houſes are now uſed and built in the city of *London*: *And* that the ſaid two new houſes ſhall be built in front next the court or yard, to range with the ſaid two new meſſuages there now built by the ſaid *A.* *And* that as to the uppermoſt of the ſaid two houſes ſo to be built, the ſame ſhall not exceed, extend or be above three feet forward in building than the other houſes there adjoining on the Weſt ſide, and lately purchaſed by Mr. *W.* *And further alſo*, &c. *Covenant to pay the rent*, &c. *uſual covenants.*) *In Witneſs*, &c.

To range, &c. and not to exceed above three feet, &c.

One of the Duke of B.'s *Leaſes as to Building.*

THIS *Indenture*, &c. *Between* the moſt noble *W.* duke and earl of *B.* marquis of *T.* lord *R.* baron *R.* of *T.* baron *H* of *S.* of the one part, and *E. E.* of, &c. of the other part; *Whereas* there are two houſes lately fallen down and now in ruins in *H.* ſtreet in the pariſh of —— and other adjacent houſes are by their fall ſo greatly damaged and impaired, that it is feared they likewiſe ſoon will fall into the ſame unhappy condition, if not timely prevented, one of which ſaid houſes contains in front twenty one feet and ſix inches of aſſiſe, more or leſs, which now is in a ſhattered and ruinous condition, occaſioned by the fall of the ſaid two other houſes, whereof one was thereunto next adjoining, (parcel of the eſtate and hereditaments in the ſaid pariſh of, &c. of his grace the ſaid duke of *B.*) late was in the tenure or occupation of him the ſaid *E. E.* by virtue of an agreement by him made with *H. S.* eſq; commiſſioner and agent for his grace the ſaid duke of *B.* for and on behalf of the moſt noble *W.* late duke of *D.* (then guardian and truſtee to his grace the ſaid duke of *B.* in his minority) and on behalf alſo of the ſaid duke of *B* bearing date the 21ſt day of *February* in the year, &c. for the term of ſeven years, commencing upon *Michaelmas* day then next enſuing, at and under the yearly rent of 60*l.* and other the reſervations, covenants and conditions therein expreſſed and contained: *In Conſideration* of which agreement, the ſaid *E. E.* laid out a conſiderable ſum of money in and about the repairs and improvements of the premiſſes, which, with the embezzlement of his goods, and great damage and loſs of his furniture and moveables, in the ſudden and haſty removal of the ſame, is altogether loſt to him: *Now this Indenture witneſſeth*, that as well for and in conſideration of the coſts and charges the ſaid *E. E.* will be at in taking down

Houſes fallen down.

down the old buildings, now ſtanding on the piece or parcel of ground hereby after demiſed, (which he is at liberty to do, and to take, and convert to his own proper uſe all the old materials thereupon), and in erecting and building a new meſſuage or tenement thereupon, in manner herein after mentioned: *Alſo* in conſideration of the ſurrender and yielding up into the hands of his grace the abovenamed duke of *B.* the ſaid in part recited agreement, on which there is a term of four years from *Michaelmas* next enſuing the date hereof yet to come and unexpired of him the ſaid *E. E.* of and in the ſame; *As alſo* of the yearly rent, covenants, conditions and agreements, herein and hereby after reſerved, expreſſed and contained, by and on the part and behalf of the ſaid *E. E.* his heirs, executors, adminiſtrators and aſſigns, to be paid, obſerved and performed, *The* ſaid *W.* duke of *B. Hath* demiſed, leaſed, ſet, and to farm let, and by, &c. *He* the ſaid duke of *B. Doth*, &c. unto the ſaid *E. E.* his executors, adminiſtrators and aſſigns, *All* that piece or parcel of ground whereon the aforeſaid ruinous meſſuage, tenement or dwelling-houſe, yet ſtands, late in the tenure or occupation of the ſaid *E. E.* next adjoining to the houſe or ground towards the Eaſt, now agreed to be let unto *J. J.* of the ſaid pariſh of ——— bricklayer, and towards the Weſt adjoining to and abutting upon the houſe or ground now propoſed to be let unto, and in the tenure or occupation of *J. S.* mercer, ſituate and being on the South ſide of *H.* ſtreet in the pariſh of ——— (*Which* ſaid premiſſes are more particularly and exactly delineated and deſcribed in the plan on the ground-plot of the premiſſes in the margin hereof), together with the new meſſuage or tenement to be erected and built thereon, purſuant to the covenant for that purpoſe herein after contained *And* all vaults, areas, lights, ways, drains, water-courſes, profits, commodities and appurtenances whatſoever, belonging and which ſhall belong to the ſaid *E. E.* (except nevertheleſs and always reſerved out of this preſent demiſe, the free paſſage and running of water and ſoil coming out of and from the other houſes or tenements of the ſaid duke of *B.* and his other tenants in the pariſh of ——— in, by and through the channels and drains belonging to the ſaid demiſed premiſſes, as have been formerly uſed; ſuch other tenants, upon reaſonable requeſt, paying their ſhare and proportion of the charges of cleanſing and repairing the ſame, as often as need ſhall require; *To have and to hold* the ſaid piece or parcel of ground, or tenement and premiſſes hereby demiſed, or mentioned and intended ſo to be, with their and every of their appurtenances, (*Except* before excepted unto the ſaid *E. E.* his executors, adminiſtrators and aſſigns, from, &c. for and during and unto the full end and term of 61 years from thence next enſuing, and fully to be complete and ended; *Yielding and paying* therefore for the firſt year of the ſaid term, the rent of one pepper corn only on the laſt day of the ſame year, if the ſame ſhall be lawfully demanded); *And yielding and paying* yearly and every year during the 60 years reſidue of the ſaid term of 61 years, at or in the ſteward's office, in or near the capital dwelling or manſion houſe of the ſaid duke of *B.* ſituate, &c. and commonly now called, &c. the yearly rent or ſum of 20*l.* of, &c. (being the beſt and moſt yearly rent that could now be got for the ſame) at or upon the four moſt uſual feaſts, &c. *And* the ſaid *E. E.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *W.* duke of *B.* his

Covenant to take down the old buildings,

his heirs, executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *E. E.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will within the ſpace of twelve months next after the commencement of the ſaid term herein before and hereby granted, at his and their own proper coſts and charges, wholly take down the old buildings now ſtanding in the ſaid piece or parcel of ground hereby demiſed, which he and they are at liberty entirely to level and clear away, and convert all the old materials thereupon to his and their own proper uſe, *And* in a good ſubſtantial and workmanlike manner erect and build, perfect and finiſh a new meſſuage or tenement on the ſaid piece or parcel of ground, even in front with other houſes or tenements of the ſaid duke of *B.* and ſhall and will build the ſame with and of good and well burnt bricks, made according to the ſtatute in that behalf lately paſſed and provided, and mortar made with good lime and ſand well mixed, without any earth or loam, (ſaving that the rubbiſh of the old walls may be uſed therein, being well mixed with a proper quantity of new lime), the height of ſtories, thickneſs of walls and meaſurings of timber, to be ſuch as are directed and appointed for the firſt and ſecond rate buildings, in and by the act of parliament for rebuilding the city of *London*, or more, ſuch new meſſuage or tenement ſhall contain nine ground ſquares upon the flat, or more; and to contain in front 24 feet of aſſiſe, and no more, and in depth from North to South 86 feet of aſſiſe, or thereabouts. *And alſo, (covenant to pay the rent);* *And likewiſe* that he the ſaid *E. E.* his executors, adminiſtrators and aſſigns, ſhall and will, from time to time during the term of this preſent demiſe, bear, pay and diſcharge all rates, duties and aſſeſſments to the church, pariſh and poor, ſewers, trophy money, taxes on windows and lights, and finding and bearing arms to the militia: *And* ſhall and will alſo bear, pay and diſcharge all ſuch rates and aſſeſſments, for or towards the maintenance of the rector and his curate, or aſſiſtant, and other church officers of the pariſh of —— as ſhall during the term of this preſent demiſe be aſſeſſed by the churchwardens of the ſame pariſh for the time being, or any two of them, upon the ſaid demiſed premiſſes, or the inhabitant or inhabitants thereof for that purpoſe; *And* all other taxes, rates, duties and aſſeſſments impoſed or charged, and which ſhall be impoſed or charged on the ſaid demiſed premiſſes, or any part thereof; *Yet nevertheleſs*, he and they to be allowed the land tax charged upon lands by the authority of parliament, yearly and every year during the laſt 60 years of the ſaid term of 61 years, on his or their producing receipt or receipts for the ſame, as uſual, in part of payment of the ſaid reſerved rent of 20 *l. per ann.* for ſo much as ſhall be taxed and charged by act of parliament for the landlord for the time being to pay, after or in proportion to the ſame reſerved yearly rent. *And further*, that he the ſaid *E. E.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will, from and after ſuch time as the ſaid new meſſuage or tenement ſhall be erected and built (as aforeſaid) from time to time, and at all times during the continuance of the term of this preſent demiſe, at his and their own proper coſts and charges, when and as often as need ſhall require, well and ſufficiently repair, uphold, ſupport, maintain, amend, pave, ſcour, cleanſe, empty and keep the ſame new meſſuage or tenement, and all other buildings and erections which during the term hereby

and build new ones.

Rent.

Taxes.

Parſon.

All other taxes.

King's tax.

To repair,

hereby granted ſhall be erected and built on the ſaid demiſed piece or parcel of ground and premiſſes, and all the walls, poſts, pales, rails, fences, paxements, grates, ſinks, drains and houſes of office thereto belonging, and which ſhall belong to the ſame, in, by and with all manner of needful and neceſſary reparations, cleanſings and amendments whatſoever; *And alſo* ſhall and will, together with the other tenants or leſſees of the ſaid parcel of new buildings on the South ſide of the ſaid ſtreet, contribute his and their part, ſhare and proportion of the expence and charge of ſinking and building a new common ſewer, of ſufficient depth, to drain the cellars and vaults of the ſaid new houſes, purſuant and according to the covenant for that purpoſe by him made for rebuilding the premiſſes as aforeſaid; and from and after ſuch time as the ſaid new common ſewer ſhall be ſunk and built as aforeſaid, ſhall and will from time to time, during the ſaid term, bear, pay and allow a reaſonable proportion for or towards the making, ſupporting, repairing and amending of all party walls, party-gutters, common ſewers and drains, belonging and which ſhall belong to the ſaid demiſed premiſſes, or any part thereof, when and as often as need or occaſion ſhall be and require; *And* the ſaid meſſuage, or tenement and premiſſes, and every part thereof, with the appurtenances, ſo being well and ſufficiently repaired, *&c.* ſhall and will at the end, expiration, or other ſooner determination of the ſaid term, peaceably and quietly leave, ſurrender and yield up unto the ſaid duke of *B.* or the perſon or perſons who for the time being ſhall be intitled to the reverſion or remainder of the premiſſes expectant on the determination of the ſaid term. *And moreover*, (*to view*, &c.) And that he the ſaid *E. E.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will upon demand repay to the ſaid duke of *B.* or to the perſon or perſons ſo to be intitled in reverſion or remainder as aforeſaid, all and every ſuch ſum and ſums of money as he or they ſhall have expended and paid in, for or about the ſame. *And further*, that he the ſaid *E. E.* his executors, adminiſtrators or aſſigns, or any of them, ſhall not nor will, at any time during the continuance of this preſent demiſe, do, or wittingly or willingly ſuffer any matter, act or thing, to be done in or upon the ſaid demiſed premiſſes, or any part thereof, that ſhall or may be or grow to the annoyance, grievance, damage or diſturbance of the ſaid now duke of *B.* his heirs or aſſigns, or the perſon or perſons ſo to be intitled in reverſion or remainder as aforeſaid, or his or their other tenants in the ſaid reſpective pariſh of, *&c* aforeſaid. *Provided always nevertheleſs*, that if the ſaid yearly rent or ſum of 20 *l.* ſhall happen to be behind, *&c.* or unpaid, in part or in all, by the ſpace of 14 days next after any of the ſaid feaſts or days of payment whereon the ſame ought to be paid as aforeſaid; or in caſe the ſaid *E. E.* his executors, adminiſtrators or aſſigns, ſhall permit or ſuffer any perſon or perſons to inhabit or dwell in the ſaid demiſed premiſſes, or any part thereof, who ſhall uſe and follow the trade of a brewer, baker, butcher, vintner, victualler, poulterer, fiſhmonger, cheeſemonger, ſoapboiler, diſtiller, braſier, pewterer, ſmith, farrier, tallow-chandler or pipe-maker, without the licence of the ſaid duke of *B.* or the perſon or perſons ſo to be intitled in reverſion or remainder as aforeſaid, or his or their ſteward, or other agents for the time being, or under his or their hand and ſeal firſt had and obtained in writing for that purpoſe; then and from thenceforth, in any of the ſaid

and contribute towards common ſewers.

Re-entry on non-payment, or permit particular trades.

ſaid caſes, it ſhall and may be lawful to and for the ſaid duke of *B.* and the perſon or perſons ſo to be intitled in reverſion or remainder as aforeſaid, into and upon the ſaid hereby demiſed premiſſes, or any part thereof, in the name of the whole to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their firſt and former eſtate and right; this indenture, or any thing therein before contained to the contrary thereof, in any wiſe notwithſtanding. *And* the ſaid duke of *B.* doth for himſelf, his heirs, executors, adminiſtrators and aſſigns, covenant, *&c.* *(For peaceable enjoyment.)* *In Witneſs*, &c.

Covenant to build four Houſes, and a Wharf or Dock.

—— *And* that he the ſaid *A.* his executors, adminiſtrators or aſſigns, ſhall and will before the feaſt-day of the Nativity of St. John the Baptiſt, which ſhall be in the year of our Lord ——— at his and their own proper coſts and charges, erect, new build and ſet up upon the foundations, as they are now laid, four good and ſubſtantial brick meſſuages or tenements, according to the rate of the ſaid buildings, appointed by act of parliament for building of *London*; *And alſo* ſhall and will, at his and their like coſts and charges, before, *&c.* make one good and ſufficient dock, in and upon that part of the premiſſes which is now digged up for the ſame purpoſe, or elſe ſhall and will, on or before, *&c.* fill up the ſaid place ſo dug up for a dock, and in the room thereof make one good and ſufficient wharf all along the ſaid premiſſes; *Or* if the ſaid wharf or dock ſhall not be made in manner as aforeſaid, or if the reparations of the above demiſed premiſſes, with the appurtenances, from time to time, within the ſpace of three months next after every or any notice or warning ſhall be given or left in writing as aforeſaid, ſhall not be well and ſufficiently repaired, made and done according to the true intent and meaning of the covenants aforeſaid; that then and from thenceforth, and at all times afterwards, in any or either of the ſaid caſes, it ſhall, *&c.*

A Weſt Country Leaſe for 99 Years, determinable on three Lives, with Varieties of Reſervations, Proviſoes and Covenants, very uſeful Precedents for ſuch Eſtates.

THIS *Indenture*, made, *&c. Between G. P.* of, *&c.* eſq; of the one part, and *S. A.* the younger, of, *&c.* of the other part, *Witneſſeth*, that the ſaid *G. P.* as well for and in conſideration of the ſum of 36 *l.* 9 *s.* 6 *d* of, *&c.* to him in hand, *&c.* as alſo in conſideration of the rent, *&c.* herein after likewiſe mentioned on the part and behalf of the ſaid *S. A.* his executors, adminiſtrators and aſſigns, to be paid, performed and kept, *Hath* demiſed, leaſed and to farm letten, and in and by theſe preſents he the ſaid *G P. Doth*, *&c.* unto the ſaid *S. A.* his executors and adminiſtrators, *All* that meſſuage or tenement with the appurtenances, ſometime heretofore called or known by the name of *W. Houſe*, and of late *R. D. Houſe*, together with one little piece of ground called *Dog-Lane*, and the herb-garden lying, adjoining and belonging thereunto; all which ſaid premiſſes are ſituate, *&c.* and now are in the tenure or poſſeſſion of the ſaid *S. A.* his aſſignee or aſſignees; *Except* and always reſerved out of this preſent demiſe unto the ſaid *G. P.* his heirs and aſſigns, *All* quarries and mines whatſoever, *And all* ſorts of trees whatſoever, of oak, aſh and elm, and ſaplings likely to be timber-trees, now growing and hereafter to be growing in and upon the ſaid premiſſes or any part or parcel thereof, *With free Liberty* of ingreſs, egreſs and regreſs, to and for the ſaid *G. P.* his heirs and aſſigns, and for his and their ſervants, labourers and workmen, and for ſuch other perſon and perſons as ſhall be by the ſaid *G. P.* his heirs and aſſigns, lawfully authorized for that purpoſe, to dig, draw ſtone mines, fell, root, hew, divide and to lay, place, and to work up, by and carry away the ſame with all manner of carriages, at all or any time and times whatſoever, during the term herein after mentioned; *And alſo excepted* and *always reſerved*, now and at all times hereafter, during the term herein after mentioned, unto the ſaid *G. P.* his heirs and aſſigns, *All* and all manner of game, wild fowl and fiſh, of what nature or kind ſoever, that now is and at any time hereafter ſhall or may happen to be on the ſaid demiſed premiſſes, or any part thereof; as alſo the intire privilege, full, free and ſole liberty and power of hunting, courſing, fowling and fiſhing in and upon the ſaid premiſſes, at his and their ſeveral and reſpective wills and pleaſures; *And* to that end and purpoſe *It is hereby declared* and agreed, that it ſhall and may be lawful to and for him the ſaid *G. P.* his heirs and aſſigns reſpectively, from time to time, and at all times, during the term herein after mentioned, and to and for his and their reſpective companions and ſervants, accompanying or attending on the ſaid *G. P.* his heirs or aſſigns, at ſuch ſports with dogs and horſes to enter into the ſaid premiſſes,

Conſiderations.

Demiſe.

Parcels.

Exceptions.

Game.

Leave to follow it and uſe the ſame.

premiſſes, or into any part of them, in order to hunt, courſe, fowl and fiſh, and the game, fowl and fiſh ſo there to be killed or taken, to carry away and have to the only uſe of the ſaid *G. P.* his heirs and aſſigns reſpectively; *Provided* that he the ſaid *G. P.* his heirs and aſſigns, and his and their companions, ſervants, horſes and dogs, do no more damage or hurt to the ſaid premiſſes than what neceſſarily happens in the following ſuch game; *To have and to hold* the ſaid meſſuage, tenement and all and ſingular other the demiſed premiſſes with the appurtenances (except before excepted) unto the ſaid *S. A.* his executors and adminiſtrators, from, *&c.* for and during the full time and term of ——— years from henceforth next enſuing, and fully to be compleat and ended, if he the ſaid *S. A. G. A.* his brother, and —— or any or either of them, ſhall ſo long happen to live: *Yielding and paying* therefore yearly and every year, during the ſaid term, unto the ſaid *G. P.* his heirs and aſſigns, the rent of 4 *l.* of, *&c.* (freed, cleared and diſcharged of and from any deduction, defalcation or allowance of or for any aſſeſſments, rates and taxes whatſoever) at, *&c.* *And alſo yielding and paying* unto the ſaid *G. P.* his heirs and aſſigns, immediately upon and after the death and deceaſe of every and either of them the ſaid *S. A.* and *A.* and ——— the ſum of 5 *l.* of, *&c.* for and in the name of an heriot or farlieu: *Provided always*, that living the ſaid *S. A.* no ſuch heriot or farlieu ſhall be paid upon and after the death of the ſaid *G. A.* and —— or either of them, or living the ſaid *G. A.* no ſuch heriot or farlieu ſhall be paid upon and after the death of the ſaid ——— then, *And* the ſaid *S. A.* doth for himſelf, his, *&c.* that he the ſaid *S.* his, *&c.* *ſhall* and will well and truly *pay*, *&c.* or cauſe to be paid unto the ſaid *G. P.* his heirs and aſſigns, the ſaid yearly rent of 4 *l.* hereby reſerved as aforeſaid, in ſuch manner and at ſuch time and times, as the ſame ſhall herein and hereby reſpectively become due and payable unto the ſaid *G. P.* his heirs and aſſigns, as aforeſaid; *And alſo* the ſaid *S. A.* for himſelf, his executors, adminiſtrators and aſſigns, doth further covenant, *&c.* to and with the ſaid *G. P.* his, *&c.* by, *&c.* in manner, *&c.* that he the ſaid *S. A.* his, *&c.* ſhall and will ſuſtain, ſupport, repair and in good repair keep, and ſufficiently maintain and keep all and ſingular the ſaid demiſed premiſſes in houſes, walls, coverings, windows, doors, hedges, ditches, bars, ſtiles, gates, poſts and fences, and in all other needful and neceſſary reparations from time to time and all times hereafter, when and as often as need ſhall be and require, by and at the only and proper coſts and charges of the ſaid *S. A.* his executors, adminiſtrators and aſſigns, during the ſaid term hereby granted; *And* the ſame, and every part and parcel thereof, well and ſufficiently repaired and kept up in every reſpect, at the end of the ſaid term, the ſame premiſſes in like good repair ſhall and will quietly and peaceably leave and yield up, and alſo the indenture of leaſe, into the hands and poſſeſſion of the ſaid *G. P.* his heirs or aſſigns; *And* for and towards the ſaid reparations the ſaid *S. A.* his executors, adminiſtrators and aſſigns, ſhall take and have ſuch timber growing on the ſaid premiſſes, as the ſaid *G. P.* his heirs or aſſigns, or his or their officer for the time being, ſhall only deliver or allow the ſame, making no waſte or ſpoil thereof; *And alſo* ſhall and will do and perform all ſuch ſuits and ſervices from time to time, yearly, unto all and every the court and courts of the ſaid *G. P.* his heirs and aſſigns, to be holden and kept within

Damage.

Habendum.

Reddendum. Rent.

Heriot.

If not paid.

Covenant to pay rent,

and repair,

and yield, *&c.*

May take timber to repair,

Perform ſervices;

and for his manor of *N. M.* as other the tenants of the ſaid manor thereto have been accuſtomed, or ought to do and perform, upon reaſonable warning, during the ſaid term; *And alſo* ſhall and will grind and do ſuit with all his and their and every of their corn, griſt, grain and malt, to the mills of the ſaid *G P.* his heirs and aſſigns, commonly called or known by the name of *F.* mills, during the ſaid term hereby granted; *And alſo* upon warning ſhall and will do and perform, by an able workman, one day's work, yearly, to help, cleanſe, and repair the head, wear and leet of the ſaid mills during the ſaid term; *And alſo* ſhall and will do and perform the office of a reeve within the ſaid manor of *N. M.* when and ſo often as thereunto elected and choſen by the ſteward and homage of the ſaid manor, during the ſaid term; *And alſo* ſhall and will keep a dog from time to time yearly, for the ſaid *G. P.* his heirs and aſſigns, during the ſaid term:—*Provided always nevertheleſs*, and it is hereby declared and agreed between the parties hereunto to be the true intent and meaning of them and of theſe preſents, that if the ſaid yearly rent of 4 *l* or any part thereof, ſhall happen to be behind, *&c.* by the ſpace of 10 days next after the ſame ſhall reſpectively become due and payable as aforeſaid (being lawfully demanded, and not paid) and not ſufficient diſtreſs or diſtreſſes in or upon the ſaid rent ſo being behind, together with the arrears thereof and charges (if any be) can or may be levied and paid; *Or* if the ſaid *S. A.* his executors or adminiſtrators, or other the owner or occupier of the ſaid demiſed premiſſes, by virtue of or under theſe preſents, do or ſhall, at any time or times within the ſaid term, aſſign and ſet over his or their eſtate and intereſt hereby granted in the ſaid premiſſes, or any part thereof, to any perſon or perſons whatſoever, *Or* ſhall and do ſet or let the ſame or any part thereof to any perſon or perſons whatſoever, otherwiſe than from year to year, and that but for one year, and at paſture only, and not to tillage, at any time without the licence in writing under the hand and ſeal of the ſaid *G. P.* his heirs or aſſigns, in either of the ſaid caſes firſt had and obtained, and that for no longer time or otherwiſe than in ſuch licence ſhall be expreſſed; and ſo as a copy of ſuch aſſignment ſet or let, be within 28 days next after the making thereof atteſted to be a true copy of the ſame, by two or more witneſſes, delivered unto the ſaid *G. P.* his heirs or aſſigns, or unto his or their ſteward of the ſaid manor for the time being; *Or* if the ſaid *S. A.* his executors or adminiſtrators, or any other tenant or occupier of the ſaid demiſed premiſſes, or any part thereof, ſhall or do, during the ſaid term, commit or ſuffer any ill huſbandry, waſte, ſpoil or deſtruction, in or upon the ſaid premiſſes, or any part of the ſame: *Or* permit or ſuffer ſuch premiſſes, or any part thereof, to be ruinous or in decay to the value of 10 *s.* and ſhall not within two months next after notice and warning thereof and for that purpoſe, unto him or them, or unto the tenant or occupier of the ſaid demiſed premiſſes, or of the greateſt part thereof for the time being, or by ſome other agent thereunto appointed, well and ſufficiently amend and repair the ſame, or tender and pay unto the ſaid *G. P.* his heirs or aſſigns, ſufficient amends and recompence for the ſame; *Or* if the ſaid *S. A.* does not appear, or his executors, adminiſtrators or aſſigns, do not cauſe the ſaid *G. A.* and —— or one of them, to appear at the next court to be holden for the ſaid manor of *N. M.* within one year next after every notice and

and grind corn at his mills.

Weir

Reeve.

Harveſt work.

Dog.

Proviſo, that for want of ſufficient diſtreſs;

or if premiſſes be aſſigned or let, *&c.*

or permit premiſſes to be ruinous;

or does not appear at the court;

warning thereof, and for that purpoſe, unto him or them, or unto the tenant or occupier of the ſaid demiſed premiſſes, or of the greateſt part thereof for the time being, given as aforeſaid, during the ſaid term; *Or* if it be not then made appear by good and ſufficient proofs upon oath, that the ſaid *S. A. G. A.* and —— are or that one and which of them is living, and the place or places of his, her or their abode and reſidence declared and made known unto the ſaid *G. P.* his heirs or aſſigns, or unto his or their ſteward of the ſame manor for the time being; *Or* if the ſaid *S. A.* his executors, adminiſtrators or aſſigns, do or ſhall at any time within the ſaid term remove, convey or carry away any ſoil, dung, compoſt or earth, out of or from the ſaid premiſſes, and not improve or manure the ſaid demiſed premiſſes thereby; *Or* if the ſaid *S. A.* his executors, adminiſtrators or aſſigns, or any or either of them, ſhall and do at any time or times hereafter, during the term aforeſaid, commit or wittingly or willingly ſuffer to be committed, omit or ſuffer to be omitted, any act or acts, thing or things whatſoever, which ſhall or may be prejudicial or hurtful to the eſtate or inheritance of the ſaid *G. P.* his heirs and aſſigns, or whereby the inheritance of the ſaid premiſſes, or any part or parcel thereof, ſhall or may be diſcontinued or evicted from the ſaid *G. P.* his heirs or aſſigns, or any thing elſe that is or may be any wiſe contrary or not agreeable to what is contained in theſe preſents on the part and behalf of the ſaid *S. A.* his executors, adminiſtrators and aſſigns, to be done, obſerved and performed; *That then* and from henceforth, for all, any or either of the ſaid cauſes, it ſhall and may be lawful to and for the ſaid *G. P.* his heirs and aſſigns, or either of them, into and upon the ſaid demiſed premiſſes, or any part thereof, to re enter, and the ſame, and every part and parcel thereof, to have again, repoſſeſs and enjoy, as in his firſt and former eſtate; theſe preſents, any clauſe, article or thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *G. P.* doth for himſelf, his heirs and aſſigns, covenant and agree to and with the ſaid *S. A.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) that he the ſaid *S. A.* his executors, adminiſtrators and aſſigns, by and under his and their due payment, obſervance and performance of all the rents, ſuits, ſervices, reſtrictions, covenants, conditions, proviſoes and agreements, in theſe preſents contained, on his and their parts and behalfs to be made, kept and performed, ſhall and may from henceforth, during the ſaid term, quietly and peaceably have, hold, *&c. In teſtimoniſ*, &c.

and that *S. A.* is living;

or removes ſoil,

or permits any thing prejudicial to the eſtate.

Leſſor may re-enter.

Peaceable enjoyment.

A Demiſe

A Deviſe of three Lives of a Moiety of an Eſtate in D. *alſo a Deviſe of a Third Part of another Eſtate for ſeveral Reverſionary Lives, under ſeveral Rents and Heriots, upon Deaths,* &c. *Drawn by Serjeant* B.

THIS *Indenture, &c. Between H. S. &c.* eſq; of the one part, and *J. B.* ſerjeant at law, of the other part, *Witneſſeth*, that the ſaid *H. S.* (for and in conſideration of the ſum of 300 *l.* of, *&c.* unto him in hand paid by the ſaid *J. B.* the receipt whereof is hereby acknowledged) *Hath* deviſed and granted, and by theſe preſents *Doth* deviſe and grant unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, *One* undivided moiety or halfendeal, of all that meſſuage and tenement, with the appurtenances, called or commonly known by the name of *L. C.* ſituate within the pariſh, and parcel of the manor of *S.* in the ſaid county of *D. And* the moiety of all houſes, out houſes, edifices, buildings, lands, meadows, paſtures and hereditaments thereunto belonging, or therewithal uſually demiſed, held, occupied or enjoyed, or accepted, reputed, deemed or taken to be part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents, ſuits and ſervices thereof; (*Except*, and always reſerved out of this preſent demiſe and grant, all trees likely to be timber, now growing or hereafter to grow upon the premiſſes, or any part thereof, with liberty to fell, cut down and carry away the ſame by the ſaid *H. S.* and others the lords of the freehold and inheritance of the premiſſes for the time being); *To have and to hold*, the ſaid premiſſes herein before demiſed and granted, with their appurtenances, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from the 29th day of *September* now laſt paſt, for and during the term of 99 years thence next enſuing, and fully to be compleat and ended, if *E. B.* and *M. B.* (daughters of the ſaid *J. B.*) and *A. B.* (ſon of the ſaid *J. B.*) or any or either of them ſhall ſo long live; *Yielding and paying* therefore yearly, during the ſaid term, the rent of 1 *l.* 5 *s.* 3 *d.* by quarterly even and equal payments; *And alſo yielding and paying* the ſum of 4 *l.* of, *&c.* upon the ſeveral deaths of them the ſaid *E. B. M. B.* and *A. B.* for and in the name of an heriot or fariieu: *Provided* that living the ſaid *E. B* no ſuch heriot or ſum of money ſhall be paid on the deaths of the ſaid *M. B.* and *A B* or either of them, nor upon the death of the ſaid *A. B.* living the ſaid *E B.* and *M. B.* or either of them; *And* the ſaid *H. S.* (for and in conſideration of the further ſum of 20 *l.* of like money, unto him in hand paid by the ſaid *J. B.* the receipt whereof is hereby acknowledged) *Hath* deviſed and granted, and by, *&c.* one undivided third part (the whole into three equal parts to be divided) of and in *All* thoſe meſſuages, lands and tenements, with their appurtenances, commonly called or known by the ſeveral and reſpective names of, *&c. To have and to hold* the ſaid third part of the ſaid meſſuage and tenement called *L.* with the appurtenances, unto the ſaid *J. B.* his executors, *&c.* for and during the term of 99 years, if the ſaid *E.* ſhall ſo long happen

One deviſe of the moiety, *&c.*

Habendum. thereof.

Three lives.

Money rent.

Heriots,

how payable.

Second deviſe of a third part of the other premiſſes.

Firſt *Habendum* for 99 years for one life commencing after death of

happen to live; the ſaid term to commence and begin immediately from and after the deaths of *W. F.* and the ſaid *A. B. Yielding and paying* therefore yearly, during the ſaid term, the ſum of 5 *s.* 8 *d.* by four even and equal quarterly payments; *And alſo yielding and paying*, upon the death of the ſaid *E. B.* (ſhe dying after the commencement of the ſaid term) the ſum of 20 *s.* for and in the name of an heriot or farlieu; *And to have and to hold* the ſaid third part of and in all that third part of *G.* tenement, late in the tenure of the ſaid *E. M.* deceaſed, with the appurtenances, unto the ſaid *J. B.* his executors, adminiſtrators or aſſigns, for and during the term of 99 years, if the ſaid *A. B.* ſhall ſo long happen to live; the ſame term to commence and begin immediately from and after the deaths of *M. M.* and *S. B.* (ſon of the ſaid *J. B.*); *Yielding and paying* therefore yearly, during the ſaid term, the ſum of 7 *l.* by four even and equal quarterly payments; *And alſo yielding and paying*, upon the death of the ſaid *A. B.* (he dying after the commencement of the ſame term) the ſum of 20 *s.* for and in the name of an heriot or farlieu, *(three other habendums as to* V. C. *of* B. S. *for three ſeverall other lives commencing on death of two other lives, now in being, with clauſe, rents and heriots, as above). And* the ſaid *J. B.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *H. S.* his heirs and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) that he and they ſhall and will well and truly pay, or cauſe to be paid, the ſaid ſeveral rents and heriots hereby reſerved, when and as often as the ſame ſhall become due and payable; and ſhall do ſuit and ſervice to the courts of the ſeveral manors of which the demiſed premiſſes reſpectively are parcels, during the ſaid terms reſpectively hereby granted, and during the ſame terms ſhall and will repair the premiſſes reſpectively, when and as often as need ſhall require; *And* at the ends of the ſaid terms ſhall and will leave and yield up the ſame, ſo well and ſufficiently repaired, having and taking timber on the premiſſes for ſuch repairs, if there to be found. *In Witneſs*, &c.

two other lives.

Money rent heriot.

Second *Habendum*, the like as the firſt for another life, being of *G*'s tenement.

Leſſee covenants, *viz.* to pay rents and heriots, to do ſuit and ſervice, to repair, *&c.*

A Leaſe from the Biſhop of Durham *for three Lives.*

THIS *Indenture*, made the ——— day of ——— in the year of our Lord ——— and in the ——— year of the reign of, *&c. Between* the right reverend father in God, the right honourable *N.* by the grace of God, lord biſhop of *Durham*, of the one part, and *W. R.* of the city of *L.* eſq; of the other part, *Witneſſeth*, that the ſaid reverend father, for and in conſideration of the rents and ſervices herein after mentioned, and for divers other good cauſes and conſiderations him thereunto moving, *Hath* demiſed, granted, and to farm letten, and by theſe preſents, for him and his ſucceſſors, *Doth* demiſe, grant, and to farm let, unto the ſaid *W. R.* his heirs and aſſigns, *All that* cloſe of paſture with the appurtenances, ſometime in the occupation of *M. C.* and

and all that meadow cloſe adjoining thereunto, heretofore in the tenure of *J. R.* and ſince demiſed, amongſt other things, to *T. S.* of the city of *D.* taylor, ſituate, lying and being within the townſhip, fields and territories of *Darlington*, now in the poſſeſſion of the ſaid *W. R.* or his aſſigns; *To have and to hold* the ſaid parcels of meadow and paſture ground and premiſſes, with their and every of their appurtenances, unto the ſaid *W. R.* his heirs and aſſigns, from the making hereof for and during the natural lives of *R. R* ſon of the ſaid *W. R.* aged 15 years, or thereabouts, *T. S.* of *Durham*, taylor, aged fifty-five years, or thereabouts, and of *T. F.* widow, and relict of *J. F.* late of *Hill Cloſe-Houſe* near *Darlington* in the county of *Durham*, gent. aged forty-ſeven years, or thereabouts and during the lives and life of the longeſt liver of them; *Yielding and paying* therefore yearly, during the ſaid term, unto the ſaid reverend father and his ſucceſſors, or to the receiver general of the ſaid biſhop of *D.* for the time being, at the exchequer at *D.* the rent or ſum of 12 *s.* of lawful money of *Great Britain*, at the feaſt of the purification of our bleſſed lady *St. Mary* the virgin, *Pentecoſt*, *Lammas*, and *Martin* the biſhop in winter, by even and equal portions; *And* if it ſhall happen that the ſaid yearly rent or ſum of 12 *s.* or any part thereof, be behind or unpaid by the ſpace of twenty days after any of the ſaid feaſts on which the ſame ought to be paid, that then and from thenceforth it ſhall and may be lawful to and for the ſaid right reverend father, and his ſucceſſors, into the ſaid demiſed premiſſes, or ſome part thereof, in the name of the whole, to re-enter, and the ſame to have again, repoſſeſs and enjoy as in his and their former eſtate; any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding. *And* the ſaid *W R.* for himſelf, his heirs and aſſigns, *Doth* covenant, grant and agree to and with the ſaid reverend father, and his ſucceſſors, that he the ſaid *R. W.* his heirs and aſſigns, ſhall and will, during the ſaid term, well and ſufficiently preſerve, maintain and keep all hedges, ditches and fences belonging to the demiſed premiſſes, and at the end of the ſaid term yield up the ſame ſo well and ſufficiently repaired and maintained; *And further* ſhall and will, during the ſaid term, duly and truly do and perform unto the ſaid reverend father and his ſucceſſors, all ſuch cuſtoms, duties and ſervices, as for the ſaid demiſed premiſſes have been accuſtomed, or of right ought to be done and performed. *In Witneſs*, whereof the ſaid parties to theſe preſents have interchangeably ſet their hands and ſeals, the day and year firſt above written.

Signed, ſealed and delivered
in the preſence of

Leaſe

Leaſe of a Houſe with proper Exceptions in caſe of Fire, Storm, or other unavoidable Accidents.

THIS *Indenture*, made the 20th day of *April*, in the 29th year, &c. in the year of our Lord 1780, *Between C. T.* of, &c. of the one part, and *J. J. B.* of, &c. of the other part, *Witneſſeth* that for and in conſideration of the yearly rent, covenants and agreements herein after reſerved and contained, on the part and behalf of the ſaid *J. J. B.* his executors, adminiſtrators and aſſigns, to be paid, kept, obſerved and performed, he the ſaid *C. T. Hath* demiſed, leaſed, ſet, and to farm letten, and by theſe preſents *Doth* demiſe, leaſe, ſet, and to farm let unto the ſaid *J. J. B.* his executors, adminiſtrators and aſſigns, all that meſſuage, &c. *To have and to hold* the ſaid meſſuage or tenement, offices, and all and ſingular other the premiſſes herein before demiſed, with their appurtenances, unto the ſaid *J. J B.* his executors, adminiſtrators and aſſigns, from the feaſt of the Annunciation of the bleſſed virgin *Mary*, now laſt paſt, for and during, and unto the full end and term of 21 years, wanting 21 days, from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year, during the ſaid term of 21 years wanting 21 days, hereby demiſed unto the ſaid *C T.* his executors, adminiſtrators and aſſigns, the yearly rent or ſum of 60*l.* of lawful money of *Great Britain*, at the four moſt uſual feaſts or days of payment in the year, (that is to ſay) the feaſt of St. *John* the Baptiſt, St *Michael* the Archangel, the birth of our *Lord Chriſt*, and the Annunciation of the bleſſed virgin *Mary*, by even and equal portions; the firſt payment thereof to begin on the feaſt of St. *John* the Baptiſt now next enſuing; *And* the ſaid *J. J. B.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *C. T.* his executors, adminiſtrators and aſſigns, by theſe preſents in manner and form following, (that is to ſay) that he the ſaid *J J. B.* his executors, adminiſtratorsors and aſſigns ſhall and will, yearly and every year during the ſaid term demiſed, except as herein after excepted, (*a*) well and truly pay, or cauſe to be paid unto the ſaid *C. T.* his executors, adminiſtrators and aſſigns, the ſaid yearly rent or ſum of 60*l.* of lawful money of *Great Britain*, on the feaſts or days of payment in the year before

Parties.

Habendum.

Reddendum.

Covenant for payment of rent.

(*a*) The exception againſt fire or tempeſt, or other unavoidable accidents ſhould be excepted either by way of reference or in terms, as well in the covenant for payment of rent as in that for repairs as otherwiſe, although by excepting it in the covenant for repairs the leſſee will be diſcharged from repairing in ſuch caſes, yet he will ſtill be liable to the payment of rent under the covenant for that purpoſe.

mentioned,

mentioned, according to the reſervation thereof aforeſaid, and the true meaning of theſe preſents; *And* that he the ſaid *J. J. B.* his executors, adminiſtrators and aſſigns, or ſome of them, at his, their, or ſome of their own proper coſts and charges, ſhall and will well and ſufficiently repair, ſupport, ſuſtain, maintain, amend, and keep the ſaid meſſuage or tenement and premiſſes hereby demiſed, with the appurtenances, in, by, and with all and all manner of needful and neceſſary reparations and amendments whatſoever, and ſhall and will in like manner, glaze, pave, purge, empty, ſcour, cleanſe, amend, maintain, and keep all the glaſs windows, pavements, privies, ſinks, gutters, wydraughts and water courſes thereunto belonging, and that from time to time, and at all times during the ſaid term, when, where, and as often as need or occaſion ſhall be or require, (the repairing or rebuilding the ſaid meſſuage or tenement and premiſſes in caſe the ſame or any part thereof ſhall happen to be burnt down, blown up, demoliſhed, or damnified by, or by the reaſon of fire or tempeſt, or unavoidable accident, at any time or times during the ſaid term excepted), and ſhall and will paint the ſaid meſſuage or tenement and offices inſide and out twice during the ſaid term of 21 years wanting 21 days; and the ſaid meſſuage or tenement and offices, with all the glaſs windows, pavement, privies, ſinks, gutters, water-courſes and wydraughts thereunto belonging, being ſo well and ſufficiently repaired, ſupported, upholden, ſuſtained, maintained, paved, purged, emptied, ſcoured, amended and kept (except as before excepted) at the end and expiration of the ſaid term hereby letten, or other ſooner determination of theſe preſents, which ſhall firſt happen, unto the ſaid *C. T.* his executors, adminiſtrators and aſſigns, ſhall and will peaceably and quietly leave, ſurrender, and yield up, together with all and ſingular the wainſcot partitions, window ſhutters, locks, bolts, bars, and other things mentioned and expreſſed in the ſchedule hereunder written in as good caſe and condition as the ſame now are (reaſonable uſe and wearing thereof in the mean time only excepted) *And* that it ſhall and may be lawful to and for the ſaid *C. T.* his executors, adminiſtrators and aſſigns, with workmen and others, in his or their company or companies, or without, twice or oftner in every year, during the ſaid term hereby demiſed, at ſeaſonable times, in the day-time, to enter and come into and upon the ſaid demiſed premiſſes, or any part thereof, to view, ſearch, and ſee the ſtate and condition of the ſame, and of the want of reparation and amendments thereof, and of all defaults, decays, and wants of reparations, which, upon any view or views ſhall be found, to give or leave notice or warning thereof at the ſaid demiſed premiſſes unto and for the ſaid *J. J. B.* his executors, adminiſtrators or aſſigns, to repair and amend the ſame within the time and ſpace of 3 months next after ſuch notice or warning thereof ſhall be given or left as aforeſaid, within which ſaid time and ſpace of 3 months, he the ſaid *J. J. B.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *C. T.* his executors, adminiſtrators and aſſigns, to repair and amend all ſuch defaults and wants of reparations accordingly. *Provided always*, that if it ſhall happen the ſaid yearly rent of 60*l.* herein before reſerved ſhall be behind or unpaid, in part or in all, by the ſpace of 40 days next over or after either of the ſaid feaſts or days of payment on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) that then and in ſuch caſe,

To keep premiſſes in repair.

and yield the ſame up at the end of term.

Liberty to enter and view the ſtate of repairs.

Proviſo of re-entry.

ſe, it ſhall and may be lawful to and for the ſaid *C. T.* his executors, iniſtrators and aſſigns, into the ſaid demiſed premiſſes, or any part reof, in the name of the whole, wholly to re-enter, and the ſame to have n, retain, re-poſſeſs and enjoy, as in his, or their firſt and former eſtate, the ſaid *J. J. B.* his executors, adminiſtrators and aſſigns, and all r occupiers of the premiſſes thereout and from thence utterly to expel, out and amove; this indenture or any thing herein before contained e contrary thereof in any wiſe notwithſtanding; *And* the ſaid *C. T.* himſelf, his executors, adminiſtrators and aſſigns, *Doth* covenant, iſe and agree to and with the ſaid *J. J. B.* his executors, admi- rators and aſſigns, by theſe preſents, in manner and form following, it is to ſay) that he the ſaid *J. J. B.* his executors, adminiſtrators ſſigns, well and truly paying the ſaid yearly rent of 60*l.* in manner he ſame is herein before reſerved, and obſerving, performing, ful- g and keeping all and ſingular the covenants, clauſes and agree- s herein before contained, on his and their parts and behalf, to be ved, performed and kept, according to the true intent and meaning eſe preſents, ſhall and lawfully may peaceably and quietly, have, , uſe, occupy, poſſeſs and enjoy the ſaid meſſuage or tenements offices, and all and ſingular other the premiſſes herein before demiſ- with the appurtenances, for and during all the ſaid term of 21 years by granted, without the lawful let, ſuit, trouble, eviction, or in- ion of, or by the ſaid *C. T.* his executors, adminiſtrators or aſ- , or any other perſon or perſons claiming, or to claim, by, from, der him or them, or by or through his or their acts, rights, privity procurement. *In Witneſs*, &c.

Covenant for quiet enjoyment.

e from a Man and his Wife (it being the Wife's Houſe) for 21 Years, determinable by Leſſor or Leſſee at 7 or 14 Years, at a certain Rent, free from Taxes, except a Proportion of the Watch Tax.—A Covenant to inſure by Leſſee, and a Proviſo that Leſſee is not to be anſwerable for Accidents by Fire, or to pay Rent till Premiſſes are rebuilt, with other ſpecial Covenants.

THIS *Indenture*, made the day of in the 28th year, &c. and in the year of our Lord 1788, *Between R. B.* &c. gentleman, and *M.* his wife, of the one part, and *T. M.* of, c. gentleman, of the other part, *Witneſſeth*, that for and in conſide- ion of the rents, covenants and agreements herein after reſerved and ained on the part and behalf of the ſaid *T. M.* his executors, ad- iniſtrators and aſſigns, to be paid, obſerved and performed, they the d *R. B.* and *M.* his wife, *Have*, and each of them *Hath* demiſed, ſed, and to farm let, and by theſe preſents *Do* and each of them th demiſe, leaſe, and to farm let, unto the ſaid *J. M.* his executors, iniſtrators and aſſigns, *All* that, &c. together with all ways, out- houſes,

Parties.

Conſideration.

Demiſe.

Parcels.

General words.

houſes, yards, cellars, ſolars, areas, pavements, ſinks, drains, ways, paſſages, waters, water-courſes, light, eaſements, profits, commodities, advantages, rights, members, fixtures and appurtenances whatſoever to the ſaid meſſuage or tenement and premiſſes belonging, or in any wiſe appertaining, or therewith uſually held, uſed, occupied or enjoyed, or accepted, reputed, deemed, taken, or known as part, parcel, or member thereof. *To have and to hold* the ſaid meſſuage or tenement, yard and premiſes hereby demiſed, or meant or intended ſo to be, with the appurtenances, unto the ſaid *T. M.* his executors, adminiſtrators and aſſigns, from the 25th day of *March* laſt, for and during, and unto the full end and term of 21 years from thence next enſuing, and fully to be compleat and ended: ſubject nevertheleſs to the proviſo herein after contained for determining the ſame term, at the expiration of the firſt ſeven or fourteen years thereof; *Yielding and Paying* therefore yearly and every year, during the ſaid term, (except as herein after is excepted) unto the ſaid *R. B.* and *M.* his wife, and the heirs and aſſigns of the ſaid *M.* the yearly rent or ſum of 50 *l.* of lawful money of *Great Britain*, at or upon the four moſt uſual feaſts or days of payment in the year, (that is to ſay) the feaſts of St. *John* the Baptiſt, St. *Michael* the Archangel, the birth of our *Lord Chriſt*, and the Annunciation of the bleſſed virgin *Mary*, in every year, by even and equal portions; the firſt payment thereof to begin and be made on the feaſt of St. *John* the Baptiſt next enſuing the date of theſe preſents; the ſaid rent to be paid free and clear from all taxes, charges, aſſeſſments, payments and impoſitions whatſoever, parliamentary or otherwiſe; howſoever the charges or aſſeſſments raiſed upon the inhabitants of the ſaid ſtreet or place of ——— for the purpoſe of watching, lighting and cleanſing the ſame only excepted, towards the payment of which charges and aſſeſſments the ſaid *T. M.* his executors, adminiſtrators or aſſigns, is, or are to pay one ſhilling in each pound yearly, in addition to ſuch pound ſterling of the rent hereby reſerved, and the reſidue or remainder of the ſaid charges or aſſeſſments for lighting, watching and cleanſing the ſaid ſtreet, (if any there ſhall be) to be paid by the ſaid *R. B.* and *M.* his wife, her heirs or aſſigns; *And* the ſaid *T. M.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, *Doth* covenant, promiſe and agree to and with the ſaid *R. B.* and *M.* his wife, her heirs and aſſigns, by theſe preſents, in manner following, (that is to ſay) that he the *T. M.* his executors, adminiſtrators or aſſigns, ſhall and will from time to time, and at all times herein after during the continuance of this demiſe, well and truly pay, or cauſe to be paid unto the ſaid *R. B.* and *M.* his wife, her heirs and aſſigns, the ſaid yearly rent or ſum of 50 *l.* herein before reſerved, at or upon the ſeveral feaſts or days herein before appointed for payment thereof, free and clear of all taxes, charges, aſſeſſments, payments and impoſitions: and alſo the ſum of 1 *s.* in addition to each pound ſterling of the ſaid reſerved rent, towards lighting, cleaning, watching and cleanſing as aforeſaid, according to the purport, true intent, and meaning of theſe preſents, ſubject to a proviſo herein after contained, in caſe of accidents by fire; *And further*, that he the ſaid *T. M.* his executors, adminiſtrators and aſſigns, ſhall and will, at his and their own proper coſts and charges, well and ſufficiently repair, ſupport, uphold, maintain, ſuſtain, pave, glaze, tile, cleanſe, empty, pale, amend, and keep the ſaid meſſuage or tenement and premiſſes hereby demiſed,

Habendum determinable at the firſt 7 or 14 years.

Reddendum,

free from taxes except for lighting, which is to be borne in proportion.

Covenant for payment of rents free from taxes, and to any 1 *s.* in the pound for watch, &c. taxes, but ſubject to a proviſo in caſe of fire.

To repair but not to expend more than a certain ſum in ſo doing.

demiſed, or mentioned, or intended ſo to be, and every part thereof, in, by, and with all and all manner of needful and neceſſary reparations and amendments whatſoever, when, where, and as often as need or occaſion ſhall be or require, during the continuance of this term hereby granted, ſo as the ſaid *T. M.* his executors, adminiſtrators and aſſigns be not obliged to expend more than the ſum of ——*l.* in ſuch reparations, in the whole, in any one year. *And* the ſaid meſſuage or tenement, and all other the ſaid hereby demiſed premiſſes, being ſo well and ſufficiently repaired, upholden, ſupported, ſuſtained, maintained, viewed, glazed, tiled, cleanſed, emptied, amended and kept, ſubject to the proviſoes and agreements in that behalf herein after contained, at the end or other ſooner determination of the ſaid term of 21 years, ſhall and will, peaceably and quietly leave, ſurrender, and yield up unto the ſaid *R. B.* and *M.* his wife, her heirs or aſſigns, together with all manſions, partitions, ſhelves, cupboards, dreſſers, locks, keys, bolts, and barns and other things now belonging or affixed to the ſaid hereby demiſed premiſſes, or any part thereof, in as good ſtate and condition as the ſame now are, (unavoidable accidents by fire, tempeſt, or otherwiſe, and reaſonable uſe and wearing thereof in the mean time only excepted); *And alſo* that it ſhall and may be lawful to and for the ſaid *R. B.* and *M.* his wife, with workmen and others in her or their company or without, twice or oftner in every year during the ſaid term, at convenient times, in the day-time, at his or their free will or pleaſure, to enter and come into and upon the ſaid demiſed premiſſes, or any part thereof, to view, ſearch, and ſee the ſtate and condition thereof, and of all ſuch decays and want of repair as ſhall be then and there found, to give or leave notice or warning at the ſaid demiſed premiſſes, unto or for the ſaid *T. M.* his executors, adminiſtrators or aſſigns, to repair and amend the ſame within the ſpace of three calendar months next enſuing the date of ſuch notice; within which ſaid ſpace of three months, he the ſaid *T. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant and agree to and with the ſaid *R. M.* and *M.* his wife, her heirs and aſſigns, that he the ſaid *T. M.* his executors, adminiſtrators or aſſigns, ſhall and will repair and amend the ſame according, to the amount of the ſaid ſum of ——*l.* annually. *And further*, that he the ſaid *T. M.* his executors, adminiſtrators or aſſigns, ſhall and will within ——— days from the date of theſe preſents, at his and their own proper coſts, but in the name or names of the ſaid *R. B.* and *M.* his wife, her heirs and aſſigns, well and truly take out a policy of inſurance at the office of the ſociety or company of the Sun Fire Office, for the inſurance againſt loſſes by fire, in ſuch manner that the ſaid meſſuage or tenement and premiſſes hereby demiſed or expreſſed, and intended ſo to be, and every part thereof, may be kept inſured from loſs by fire to the amount of ——*l.* during the continuance of the ſaid term hereby demiſed; and alſo ſhall produce whenever called upon or requeſted by the ſaid *R. B.* and *M.* his wife, her heirs and aſſigns, the receipt or receipts which ſhall or may have been given to the ſaid *T. M.* his executors, adminiſtrators and aſſigns, by the ſaid ſociety or company of inſurance againſt fire, as acknowledgments and acquittances for the payment of the ſaid inſurance money by the ſaid *T. M.* his executors, adminiſtrators and aſſigns, and do all other things which may be reaſonably required for enabling the ſaid *R. B.* and *M.* his wife, her heirs or aſſigns,

At end of term to ſurrender up premiſſes and fixtures.

Liberty for leſſor to enter and view the want of repairs,

and to give notice of ſuch.

And leſſee covenants to repair ſame, to a certain ſum.

Covenant by leſſee to inſure premiſſes in the name of leſſors,

and produce the receipts,

aſſigns, to recover and receive the ſums of money ſo inſured; and alſo ſhall and will pay all taxes or duties which now are or may hereafter be laid or impoſed on ſuch policy of inſurance, or ſums of money incurred by parliament or otherwiſe: *And alſo*, that he the ſaid *T. M.* his executors, adminiſtrators or aſſigns, ſhall not, at any time or times during the term hereby granted, permit or ſuffer any perſon or perſons whomſoever, to inhabit or dwell in the ſaid meſſuage or tenement, and premiſſes, or in any part thereof, who uſe or exerciſe therein or thereupon, the trades hereinafter mentioned, (that is to ſay) the trade of butcher, ſlaughterman, tallow chandler, melter of tallow, ſoap-maker, tobacco-pike-maker, tobacco-burner, ſmith, ſugar-baker, fell monger, dyer, diſtiller, farrier, blackſmith, or common brewer, or any of them, without the ſpecial licence of the ſaid *R. B.* and *M.* his wife, her heirs or aſſigns for that purpoſe, firſt had and obtained, in writing, under his or their hands and ſeals, atteſted by two or more credible witneſſes. *And* that no auction or public ſale of goods, commodities, furniture or wearing apparel, ſhall be made in the ſaid meſſuage or tenement, and premiſſes, or any part thereof, without ſuch ſpecial licenſe or conſent, to be had in manner and form following as above expreſſed: *Provided always*, that if it ſhall happen the ſaid yearly rent of 50 *l.* or the ſaid ſum of 1 *s.* on each pound ſterling of the ſaid reſerved rent, ſhall be behind or unpaid in part or in all, by the ſpace of 21 days after any of the feaſts or days on which the ſame ought to be paid as aforeſaid, (being lawfully demanded) that then it ſhall and may be lawful to and for *R. B.* and *M.* his wife, her heirs or aſſigns, into the ſaid meſſuage or tenement, and premiſſes, hereby demiſed, or any part thereof, in the name of the whole to re-enter, and the ſame to have again, retain, repoſſeſs and enjoy, as in his, her and their firſt and former eſtate, and intereſt therein, and upon ſuch entry made, theſe preſents, and the demiſe hereby made, and every thing herein contained to the contrary notwithſtanding, ſhall be void and of no effect: *Provided always, nevertheleſs*, and it is hereby covenanted and agreed, by and between the ſaid parties, that he the ſaid *T. M.* his executors, adminiſtrators or aſſigns, ſhall not be charged or chargeable with or anſwerable for any ſuch accidents by fire, which ſhall happen to the ſaid hereby demiſed premiſſes, during the continuance of this demiſe, or ſhall deſtroy the ſame premiſſes, or ſo damage the ſame, as to render the ſaid meſſuage, or any part thereof uninhabitable, nor ſhall be bound or compellable to be at the expence of any rebuilding which ſhall become neceſſary by reaſon or in conſequence of any ſuch accident by fire, or by reaſon or in conſequence of any of the party walls of the ſaid meſſuage being pulled down, or rebuilt in purſuance or by force of any act of parliament now in force, or hereafter to be paſſed, reſpecting the regulation of building and party-walls, but that ſuch accidents by fire, ſo far as they reſpect the ſame demiſed premiſſes, ſhall be borne by the ſaid *B.* and *M.* his wife, his heirs or aſſigns, out of the ſaid term ſo inſured or otherwiſe, and he, ſhe, and they, ſhall be at the ſole expence of the repairs or rebuildings which ſhall become neceſſary in conſequence of any ſuch accidents, as well as all expences which ſhall attend ſuch pulling down and rebuilding any ſuch party-wall, purſuant to any ſuch act as aforeſaid, and all repairs which ſhall become neceſſary in conſequence thereof: *And alſo*, that when and as often as any ſuch accident ſhall happen by fire,

and to pay all taxes on ſuch inſurance.

Not to permit certain trades without licence.

And no auction to be made without conſent.

Power of entry.

Proviſo that leſſee is not to be anſwerable for accidents by fire;

nor bound to rebuild,

or be at expence of party walls.

But leſſor to bear out of the ſum inſured.

To pay expences of party walls.

ſe, as ſhall render the ſaid meſſuage or tenement, and premiſſes hereby miſed, or any part thereof uninhabitable, the ſaid *T. M.* his execu-, adminiſtrators and aſſigns, ſhall not be bound or compellable to pay rent or taxes for the ſame hereby demiſed premiſſes, or any part reof, for, or in reſpect of ſuch time (if any) as ſhall elapſe or intre- between ſuch of the quarterly days of payment next after which ſaid demiſed meſſuage and premiſſes, or ſuch part thereof as ſhall have ſo damaged, ſhall be re-inſtated and put again into an habitable e of repair, by and at the coſts and charges of the ſaid *R. B.* and his wife, her heirs or aſſigns, out of the ſaid ſum ſo inſured, or erwiſe, as aforeſaid: *And* the ſaid *R. B* for himſelf, his heirs, exe- ors, adminiſtrators and aſſigns, and for the ſaid *M.* his wife, *Doth* eby covenant, promiſe and agree, to and with the ſaid *T. M.* his exe- ors, adminiſtrators and aſſigns, paying the ſaid yearly rent hereby ved, and the ſaid ſum of 1 *s.* in each pound as aforeſaid, and per- ing, fulfilling and keeping; all and ſingular the covenants, clauſes, iſoes and agreements herein contained, which, on his and their and behalfs, are and ought to be paid, kept, done and performed, rding to the true intent and meaning of theſe preſents, that he the *T. M.* his executors, adminiſtrators and aſſigns, ſhall, and lawfully peaceably and quietly have, hold, uſe, occupy, poſſeſs and en- the ſaid meſſuage or tenement, and other the premiſſes hereby de- or expreſſed or intended ſo to be, and every part thereof during ſaid term of twenty-one years, without any let, ſuit, trouble, de- viction or interruption of the ſaid *R. B.* his heirs and aſſigns, or ſaid *M.* his wife, or any of them, or of or by any other perſon erſons lawfully claiming or to claim, for him or in truſt for him, or any of them. *Provided always*, and it is hereby declared and ed by and between the ſaid parties to theſe preſents, that in caſe ſaid *T. M.* his executors, adminiſtrators or aſſigns, ſhall be deſi- s at the end of the firſt ſeven years or at the end of the firſt fourteen rs of the ſaid term of twenty one years, to leave, quit and yield up ſaid meſſuage or tenement and premiſſes hereby demiſed, and of ſuch or their deſire ſhall give or leave notice or warning in writing to or the ſaid *R. B.* and *M.* his wife her heirs or aſſigns, three calendar nths or more, before the end of the firſt ſeven years, or three calen- months before the end of the firſt fourteen years of the ſaid term of enty-one years, and payment of all rent and arrears of rent, taxes duties, and after performance of the covenants on the part of the *T. M.* his executors, adminiſtrators and aſſigns, to be paid and formed up to the expiration of the firſt ſeven years, or to the expira- of the firſt fourteen years of the ſaid term, at whichſoever of thoſe iods, ſuch deſire may be expreſſed; *Or* in caſe the ſaid *R. B.* and his wife, her heirs and aſſigns ſhall be deſirous at the end of the firſt ſeven years or at the end of the firſt fourteen years of the ſaid of twenty-one years, that he the ſaid *T. M.* his executors, admi- rators or aſſigns, ſhould leave, quit and yield up the ſaid meſſuage tenement and premiſſes hereby demiſed, and of ſuch his or their de- ſhall give or leave notice or warning in writing, to or for the ſaid *M.* his executors, adminiſtrators or aſſigns three calendar months re or leſs, before the end and expiration of the ſaid firſt ſeven years, three calendar months or more before the end and expiration of the

Covenant for quiet enjoyment.

Proviſo for leſſee to determine the term at the end of the firſt 7 or years on notice.

The like for leſſor.

firſt

firſt fourteen years of the ſaid term, at which ſoever of theſe periods ſuch deſire may be expreſſed, then and in either of theſe caſes this indenture and the term hereby demiſed, and every clauſe and ſentence herein contained, ſhall ceaſe, determine and be utterly void, any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Agreement in caſe of ſuch notice for leſſor or any perſon authorized by them to enter and put up a bill for letting the premiſſes;

And laſtly, it is hereby agreed by and between the ſaid parties, that in caſe the ſaid *T. M.* his executors, adminiſtrators or aſſigns, ſhall give notice or leave, quit or yield up the ſaid meſſuage or tenement and premiſſes hereby demiſed, at the end of the firſt ſeven years, or at the end of the firſt fourteen years of the ſaid term of twenty-one years, in manner and form as above expreſſed, then and in ſuch caſe the ſaid *T. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *R. B.* and *M.* his wife, her heirs and aſſigns, that it ſhall and may be lawful to and for the ſaid *R. B.* and *M.* his wife, her heirs and aſſigns, or any perſon authoriſed by writing under his, her or their hands, after ſuch notice given as above expreſſed, in the day time, at his or their free will and pleaſure to enter and come into and upon the ſaid demiſed premiſſes, for the purpoſe of putting up and affixing in ſuch convenient place or places of the ſaid meſſuage or tenement and premiſſes, as he or they ſhall fix upon or determine, a bill or bills, notice or notices in writing, expreſſing or purporting that the ſaid meſſuage or tenement and premiſſes are to be let or ſold, or in any other manner diſpoſed of; *And* that he the ſaid *T. M.* his executors, adminiſtrators and aſſigns, ſhall not take or pull down ſuch bill or bills, notice or notices in writing, but permit the ſame to remain in ſuch place or places as the ſaid *R. P.* and *M.* his wife, her heirs or aſſigns or ſuch perſon authoriſed by him or them as above, ſhall have fixed them. *In Witneſs*, &c.

And leſſee not to pull it down.

* *Reverſionary Leaſe by a Tenant for Life by virtue of a Power in an Act of Parliament.*

Parties.

Conſideration.

THIS *Indenture*, made the 24th day of *November*, in the 29th year, &c. And in the year of our Lord 1789. *Between W. D.* of the one part, and *S. R.* of, &c. of the other part, *Witneſſeth* that in purſuance and by virtue of an act of parliament made and paſſed in the ——— year of the reign of his preſent majeſty king *George the Third*, entitled an act to enable *W. D.* of, &c. to grant reverſionary leaſes of his leaſehold eſtates in, &c. *And* for and in conſideration that the ſaid *S R.* hath agreed to lay out the ſum of 300 *l.* in good and ſubſtantial repairs of the meſſuage, or tenement and premiſſes hereinafter mentioned to be hereby demiſed. *And* alſo in conſideration of the rents, covenants, conditions and agreements herein-after mentioned on the part and behalf of the ſaid *S. R.* his executors, adminiſtrators and aſſigns

aſſigns, to be paid, done and performed, he the ſaid *W. D. Hath* demiſed, leaſed, ſet and to farm let, and by theſe preſents *Doth* demiſe, leaſe, ſet and to farm let unto the ſaid *S. R. All* that, *&c. And* all ways, paſſages, lights, eaſements, profits, commodities, advantages and appurtenances whatſoever, to the ſaid premiſſes belonging or in any wiſe appertaining, (except nevertheleſs and always reſerved out of this preſent demiſe, the free paſſage and running of water and ſoil coming of and from the other houſes and tenements of the ſaid *W. D.* and his other tenants in the ſaid, *&c.* in, by and through the channels and drains belonging to the ſaid demiſed premiſſes, as hath been formerly uſed, ſuch other tenant or tenants on reaſonable requeſt paying his, her and their ſhares and proportions of the charges of cleanſing and repairing the ſame as often as need ſhall require.) *To have and to hold* the ſaid meſſuage or tenement and all and ſingular other the premiſſes hereby demiſed, or intended to be hereby demiſed, with their and every of their appurtenances (except before excepted) unto the ſaid *S. R.* his executors, adminiſtrators and aſſigns, from the feaſt of the Annunciation of the Bleſſed Virgin *Mary*, which will be in the year of our Lord 1799, for and during the term of twenty-nine years, eleven months and twenty four days from thence next enſuing and fully to be compleat and ended, if the ſaid *S. R.* his executors, adminiſtrators and aſſigns ſhall ſo long pay, perform and keep the rents, covenants and agreements hereinafter in theſe preſents on his and their parts reſerved and contained, and *Yielding and paying* therefore yearly and every year, during the term of twenty-nine years, part of the ſaid term of twenty-nine years, eleven months and twenty-four days hereby granted, unto the ſaid *W. D.* or his aſſigns, or unto the perſon or perſons who for the time being ſhall be entitled to the immediate reverſion of the ſaid premiſſes, hereby demiſed, expectant on the ſaid term hereby granted, the rent or ſum of 50 *l.* of lawful money of *Great-Britain*, at or upon the four moſt uſual feaſts or days of payment of rent in the year, that is to ſay, the feaſt of the nativity of *St. John* the Baptiſt, *St. Michael* the Archangel, the birth of our Lord *Chriſt*, and the annunciation of the Bleſſed Virgin *Mary*; by even and equal quarterly payments in every year, the firſt payment thereof to begin and be made at or upon the feaſt day of the nativity of *St John* the Baptiſt, which will be in the year of our Lord 1789. *And alſo yielding and paying* for the ſaid eleven months and twenty-four days, reſidue of the ſaid term hereby granted unto the ſaid *W. D.* and his aſſigns, or unto the perſon or perſons who ſhall be intitled in reverſion as aforeſaid, the rent or ſum of 50 *l.* of ſuch good and lawful money as aforeſaid, by two equal portions, the firſt payment thereof to be made at, or upon the feaſt of *St. Michael* the Archangel, which will be in the year of our Lord 1828, the laſt payment thereof at, or upon the feaſt of the birth of our Lord *Chriſt*, which will be in the ſame year 1828. *And* the ſaid *S. R.* for himſelf, his executors, adminiſtrators and aſſigns, in and by theſe preſents, doth covenant, promiſe and agree, to and with the ſaid *W. D.* his executors, adminiſtrators and aſſigns, in manner and form following, (that is to ſay,) that he the ſaid *S. R.* his executors, adminiſtrators and aſſigns, ſhall and will, from time to time, during the continuance of this preſent demiſe, well and truly pay, or cauſe to be paid unto the ſaid *W. D.* or his aſſigns, or the perſon or perſons who ſhall for the time being be intitled

Demiſe.

Parcels.

General words.

Exception of a drain.

Habendum.

Reddendum.

Farther *Reddendum.*

Covenant for payment of rent.

titled in reverſion as aforeſaid, the ſaid rents or ſums of 50*l.* and 50*l.* at the days and times, and in the proportions, manner and form herein beforementioned, limited and appointed for payment thereof reſpectively, according to the true intent and meaning of theſe preſents. *And alſo* that he the ſaid *S. R.* his executors, adminiſtrators and aſſigns, ſhall and will, from time to time, and at all times during the continuance of the term hereby granted, bear, pay and diſcharge the land tax, and all other taxes, rates, duties and aſſeſſments of what nature or kind ſoever, whether parliamentary or parochial, impoſed or charged, or which at any time during the continuance of the term hereby granted, ſhall be impoſed or charged, on the ſaid demiſed premiſſes or any part thereof, or upon the landlord for the time being on account thereof, or of the ſaid rents reſerved for the ſame. *And alſo* that the ſaid *S. R.* his executors, adminiſtrators and aſſigns, or ſome or one of them ſhall and will, during the continuance of the ſaid term hereby granted, in a good, ſubſtantial and workmanlike manner, and to the good liking and ſatisfaction of the ſaid *W. D.* or of the perſon or perſons who ſhall for the time being, be intitled to the freehold and inheritance of the ſaid hereby demiſed premiſſes, lay out and expend the ſum of 300*l.* in repairing, upholding or otherwiſe preſerving the ſaid meſſuages or tenements and premiſſes hereby demiſed. *And alſo*, that he the ſaid *S. R.* his executors, adminiſtrators and aſſigns, or ſome or one of them ſhall and will, at his, their, or ſome or one of their proper coſts and charges, well and ſufficiently, from time to time and at all times, from and immediately after the commencement of the ſaid term of twenty nine years, eleven months and twenty-four days, hereby granted, repair, uphold, ſupport, maintain, ſuſtain, amend and keep, as well the ſaid meſſuage or tenement, erections and buildings hereby demiſed, or any part thereof, *And alſo*, all houſes, out-houſes, walls and other erections and buildings that at any time within the ſaid term of twenty-nine years, eleven months and twenty-four days hereby granted, ſhall be thereupon erected and built, in, by and with all and all manner of needful and neceſſary reparations and amendments whatſoever. *And* that he the ſaid *S. R.* his executors, adminiſtrators and aſſigns, ſhall and will peaceably and quietly leave, ſurrender and yield up the ſame, ſo well and ſufficiently ſupported, upholded, repaired, amended and kept, at the end, expiration or other ſooner determination of the ſaid term of twenty-nine years, eleven months and twenty-four days, hereby mentioned. *And further*, that it ſhall and may be lawful to and for the perſon or perſons, who for the time being ſhall be intitled to the freehold and inheritance of the hereby demiſed premiſſes, from time to time, and at all times during the ſaid term hereby granted, to enter into and upon the premiſſes hereby demiſed, or to any part thereof, to ſet up or place any land marks or boundaries *And further*, that it ſhall and may be lawful to and for the ſaid *W. D.* and his aſſigns, and the perſon or perſons for the time being intitled to the immediate reverſion of the premiſſes hereby demiſed expectant on the determination of the term of twenty-nine years, eleven months and twenty-four days, hereby granted, and his and their agent or agents for the time being, and likewiſe to and for the perſon or perſons who for the time being ſhall be intitled to the freehold and inheritance of the ſame premiſſes, with workmen or others, in his, their or any of their company or without,

And leſſee for payment of land tax and other taxes.

To lay out 300*l.* in repairs.

To repair.

Power for leſſor to ſet up land-marks.

Leſſor to enter and view.

at

at convenient times in the day time, twice or oftener in every year, yearly, during the ſaid term hereby granted, to enter and come into and upon all and every the premiſſes hereby demiſed or any part thereof, there to view, ſearch and ſee the ſtate and condition of the reparations of the ſame, and of all defects, decays and wants of reparations which then and there ſhall be found in the houſe, erections, buildings and walls thereon already built, or which ſhall be thereupon erected and built, to give or leave notice or warning thereof, at the ſaid demiſed premiſſes to and for the ſaid *S. R.* his executors, adminiſtrators and aſſigns, to repair and amend the ſame within the ſpace and time of three months next after every ſuch notice or warning ſhall be ſo given or left as aforeſaid, within which ſaid time and ſpace of three months he the ſaid *S. R.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *W. D.* his executors, adminiſtrators and aſſigns, by theſe preſents, well and ſufficiently to repair, ſupport, uphold, maintain and amend all defaults and lacks of reparations, and that from time to time, as often as any ſuch view ſhall be made, and notice or warning given or left as aforeſaid. *And moreover*, that he the ſaid *S. R.* his executors, adminiſtrators and aſſigns, ſhall and will, at his and their own proper coſts and charges within forty days after the commencement of the ſaid term of twenty-nine years, eleven months and twenty-four days, hereby granted, and from time to time, and at all times afterwards during the continuance of the ſame term, at his and their own coſts and charges inſure and keep inſured againſt damage by fire, the meſſuage, tenement, and all and ſingular the buildings hereby demiſed and all other buildings which ſhall or may hereafter be erected and built in ſome one of the offices in the cities of *London* or *Weſtminſter* for inſurance of houſes and buildings, from ſuch damage as aforeſaid. *And furthermore*, that he the ſaid *S. R.* his executors, adminiſtrators and aſſigns ſhall not or will, at any time during the term hereby granted, do, or wittingly or willingly cauſe or ſuffer any act or thing to be done in or upon the ſaid demiſed premiſſes or any part thereof, which may be or grow to the annoyance, grievance or diſturbance of the ſaid *W. D.* or his aſſigns, or the perſon or perſons who ſhall for the time being be intitled to the immediate reverſion of the premiſſes hereby demiſed, expectant as aforeſaid, or his or their other tenants in the pariſh, &c. *Provided always*, that if it ſhall happen the ſaid rents of 40 *l.* and 50 *l.* hereby before reſerved, or any part thereof reſpectively ſhall be behind, or unpaid in part or in all, by the ſpace of forty days next over or after any of the ſaid days whereon the ſame ought to be paid as aforeſaid, contrary to the true intent and meaning of theſe preſents, or if the ſaid *S. R.* his executors, adminiſtrators or aſſigns, ſhall permit or ſuffer any perſon or perſons to inhabit or dwell in the ſaid demiſed premiſſes or any part thereof during the continuance of the ſaid term, who ſhall therein uſe or follow the trade of a brewer, baker, vintner, victualler, butcher, fiſh-monger, fruiterer, herb ſeller, ſtatio-keeper, coffee-houſe-keeper, diſtiller, dyer, brazier, ſmith, farrier, pipe-burner, melter of tallow, tallow-chandler, or to any perſon or perſons to make auction or public ſales of houſehold goods, without a licence firſt had and obtained in writing under the hand or hands of the ſaid *W. D.* or the perſon or perſons, who ſhall for the time being, be intitled to the immediate reverſion of the premiſſes hereby demiſed as aforeſaid, or ſhall do or omit to do any act, matter or

To give notice of want of repair.

By leſſee to repair.

To inſure.

Not to do any damage.

Power of re-entry in default of payment of rent, or ſuffering particular trades to be carried on in ſaid premiſſes.

thing in breach or non-performance of all or any of the covenants, conditions and agreements in theſe preſents contained, on the part and behalf of him the ſaid *S. R.* his executors, adminiſtrators and aſſigns, to be performed and kept, then and from thenceforth it ſhall and may be lawful to and for the ſaid *W. D* or the perſon or perſons for the time being, entitled to the rent hereby reſerved into the premiſſes hereby demiſed or any part thereof in the name of the whole, wholly to re-enter, and the ſaid *S. R.* his executors, adminiſtrators and aſſigns, and all other poſſeſſors and occupiers thereof, thereout and from thenceforth utterly to expel, put out and remove, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *W. D.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant promiſe and agree to and with the ſaid *S. R.* his executors, adminiſtrators and aſſigns, by theſe preſents, that it ſhall and may be lawful to and for the ſaid *S. R.* his executors, adminiſtrators and aſſigns, paying the rent hereby before reſerved, and performing, fulfilling and keeping the covenants, clauſes and agreements hereinbefore reſerved, mentioned and contained on his and their parts to be paid, kept, done and performed, peaceably and quietly, to have, hold, occupy, poſſeſs and enjoy the ſaid meſſuage, dwelling houſe or tenement, and all and ſingular other the premiſſes hereby demiſed, and every part or parcel thereof, with their and every of their rights, members and appurtenances for and during the ſaid term of twenty nine years, eleven months and twenty-four days, hereby granted, without any lawful let, ſuit, trouble, extinction, interruption or moleſtation of, or by him the ſaid *W. D.* his heirs and aſſigns, or of or by any other perſon or perſons claiming or to claim, by, from or under him, them or any of them, or by, from or under *W. J.* late of ——— or *C. D.* late of, ——— reſpectively, deceaſed, or either of them. *In Witneſs*, &c.

By leſſor for leſſees quiet enjoyment.

* *Another Leaſe of a Houſe to begin at a future Time, on laying out Money in Repairs, with other ſpecial Covenants.*

THIS *Indenture*, made the 16th day of *December* in the 25th year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith, and ſo forth, and in the year of our Lord 1785, *Between J. R.* of ——— in the county of —— of the one part, and *K. W.* of, &c. of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 39*l.* 16*s.* of lawful money of *Great Britain*, in hand paid by the ſaid *J. W.* unto the ſaid *J. R.* at and before the ſealing and delivery of theſe preſents, for or in the name of a fine, the receipt whereof he the ſaid *J. R.* doth hereby acknowledge; *And alſo* for and in conſideration of the ſum of 99*l.* of like lawful money, to be laid out and expended by the ſaid *K. W.* his executors, adminiſtrators or aſſigns,

Parties.

Conſideration

aſſigns, in doing ſuch ſubſtantial repairs as are neceſſary to be done in and upon the meſſuage or tenement and premiſſes by theſe preſents demiſed; *And alſo* for and in conſideration of the yearly rents, covenants, conditions, proviſoes and agreements herein after reſerved, mentioned and contained, by and on the part and behalf of the ſaid *K. W.* his executors, adminiſtrators and aſſigns, to be paid, done and performed; *He* the ſaid *J. R. Hath* demiſed, leaſed, ſet, and to farm letter, and by theſe preſents *Doth* demiſe, leaſe, ſet, and to farm let, unto the ſaid *K. W.* his executors, adminiſtrators and aſſigns, *All* that meſſuage, *&c.* together with all ways, waters, water-courſes, lights, eaſements, profits, commodities and appurtenances whatſoever to the ſaid meſſuage or tenement and premiſſes belonging, or in any wiſe appertaining; *To have and to hold* the ſaid meſſuage or tenement, with the appurtenances hereby demiſed, unto the ſaid *J. W.* his executors, adminiſtrators and aſſigns, from the 25th day of *September* which will be in the year of our Lord 1789, for and during, and unto the full end and term of 21 years and one quarter of a year, from thence next enſuing and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year during the ſaid term of 21 years and one quarter of a year hereby demiſed, unto the ſaid *J. R.* his heirs and aſſigns, at or in the common dining-hall of *Lincoln's Inn*, in the ſaid county of *Middleſex*, the clear yearly rent or ſum of 30 *l.* of lawful money of *Great Britain*, at or on the four moſt uſual days of payment in the year, (that is to ſay) the 25th of *December*, the 25th of *March*, the 24th of *June*, and the 29th of *September*, by even and equal portions, in clear money, without any manner of defalcations, deductions or abatements, to be made thereout for or in reſpect of the land-tax or any other tax, rate, inſurance-money, or other requiſites or charges whatſoever, parliamentary or otherwiſe howſoever; the firſt payment thereof to begin and be made on the 25th day of *December* which will be in the year of our Lord 1789; *And alſo yielding and paying* therefore yearly and every year during the term aforeſaid, or ſuch part as ſhall be then unexpired, unto the ſaid *J. R.* his heirs and aſſigns, the further yearly rent or ſum of 50 *l.* of lawful money of *Great Britain*, clear of all parliamentary and other taxes, charges, and deductions whatſoever, on the four moſt uſual days of payment in the year, by even and equal portions, in caſe a common brewer, tallow-chandler or melter of tallow, ſoap boiler, tobacco-pipe-maker or burner, baker, butcher, dyer, dreſſer or ſeller of flax or hemp, blackſmith, victualler or retailer of beer, ale, or ſpirituous liquors, diſtiller, pewterer, brazier, tin-worker, ſlaughterer, farrier, waſh-ſtillers, bagnio keeper, auctioneer, or any of them, or any other noiſome or nauſeous or offenſive trade, myſtery, or occupation ſhall be ſet up, uſed or exerciſed on the ſaid premiſſes hereby demiſed, or on any part thereof, contrary to the covenant herein after mentioned; the firſt payment of which ſaid rent of 50 *l.* to begin and be made on the firſt of the ſaid days of payment which ſhall next happen after any ſuch trades, myſteries, or occupations ſhall be ſet up, uſed, and exerciſed on the ſaid demiſed premiſſes, or on any part thereof. *And* the ſaid *K. W.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *J. R.* his heirs and aſſigns, by theſe preſents, that he the ſaid *K. W.* his executors, adminiſtrators and aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the

Parcels and general words.

Habendum.

Reddendum.

Further *reddendum* on aſſing particular trades.

Covenant to pay rent.

the ſaid *J. R.* his heirs and aſſigns, yearly and every year during the ſaid term of 21 years and one quarter of a year thereby demiſed, the ſaid rent or ſum of 30*l.* without any manner of deſalcations, deductions or abatements whatſoever, parliamentary or otherwiſe howſoever, upon the days and at the place herein before appointed for the payment thereof according to the true intent and meaning of theſe preſents; *And alſo*, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *J. R.* his heirs or aſſigns, the ſaid further rent of 50*l. per annum*, free from all taxes as aforeſaid, in caſe any of the trades, myſteries, or occupations herein before mentioned, ſhall be ſet up, uſed, and exerciſed on the ſaid premiſſes mentioned to be hereby demiſed, or on any part thereof, contrary to the covenant herein after mentioned, according to the reſervation aforeſaid, and the true intent and meaning of theſe preſents; *Provided always*, and upon condition nevertheleſs, that if the ſaid rent or ſum of 30*l.* herein before reſerved, or the further rent of 50*l. per annum* in caſe any of the trades, myſteries, or occupations herein before mentioned ſhall be ſet up, or exerciſed on the ſaid demiſed premiſſes, or any part thereof, contrary to the covenant herein after mentioned, or either of them, or any part of them, or either of them, ſhall be behind or unpaid, in part or in all, by the ſpace of 21 days next over or after any or either of the ſaid days of payment whereon the ſame is appointed to be paid, at the place of payment as aforeſaid, or if the ſaid *K. W.* his executors or adminiſtrators, do, or ſhall leaſe, demiſe, aſſign, or ſet over this preſent indenture of leaſe or the aforeſaid premiſſes, for all or any part of the ſaid term, to any perſon or perſons whatſoever, without the ſpecial licence and conſent of the ſaid *J. R.* his heirs or aſſigns, for that purpoſe firſt had and obtained in writing under his or their hand and ſeal, or hands and ſeals, that then and from thenceforth, in any or either of the ſaid caſes, it ſhall and may be lawful to and for the ſaid *J. R.* his heirs or aſſigns, into and upon the ſaid meſſuage or tenement and premiſſes hereby demiſed, or any part thereof, in the name of the whole, to re-enter, and the ſame to have again, repoſſeſs and enjoy, in the ſame manner as if theſe preſents had never been made and executed; and the ſaid *K. W.* his executors, adminiſtrators and aſſigns, and his and their under tenants and occupiers of the ſaid premiſſes, and every part thereof, from thence utterly to expel, put out and amove, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; *And* the ſaid *K. W.* for himſelf, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree to and with the ſaid *J. R.* his heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid *J. W.* his executors adminiſtrators and aſſigns, ſhall and will within the time or ſpace of three years from the commencement of this demiſe, lay out and expend the ſaid ſum of 99*l.* according to the agreement hereby made, in the moſt neceſſary and ſubſtantial repairs of the ſaid meſſuage or tenement and premiſſes hereby demiſed, and ſhall and will, at the end of the ſaid term of 3 years, produce or ſhew unto the ſaid *J. R.* his executors, heirs or aſſigns, or to ſuch ſurveyor as ſhall be by him or them appointed, the bills or vouchers for the payment of ſo much money laid out and expended in ſuch repairs, to the ſatisfaction of ſuch ſurveyor or agent, that the ſaid ſum of money hath been truly laid out and expended according to the

To pay 50*l.* more in caſe of ſetting up particular trades on the premiſſes.

To re-enter on non-payment of rent or the further rent, in caſe of uſing trades.

To lay money out and keep the premiſſes in repair,

and produce vouchers for the money laid out.

agreement hereby made; *And alſo* ſhall and will, at his and their own proper coſts and charges, from time to time, and at all times during the ſaid term hereby granted, well and ſufficiently repair the ſaid meſſuage or tenement and premiſſes hereby demiſed, together with all the glaſs windows, leaden gutters and other gutters, ſpouts and pipes of lead, pavements, vaults, ſewers, ſinks, drains, wydraughts, walls, party-walls and fences, that now or at any time hereafter during the continuance of the ſaid term of 21 years and one quarter of a year, ſhall be in, upon, under, or belonging to the ſame premiſſes, in, by, and with all and all manner of needful and neceſſary reparations, ſupportations, paving, emptying, cleanſing, fencing, and amendments whatſoever, and the ſame meſſuage or tenement and premiſſes hereby demiſed as aforeſaid, with all the glaſs windows, leaden gutters and other gutters, ſpouts and pipes of lead, pavement to vaults, ſewers, ſinks, drains, wydraughts, walls, party-walls, and fences in and belonging to the ſame premiſſes ſo well and ſufficiently repaired, upheld, ſupported, ſuſtained, maintained, paved, emptied, cleanſed, walled, fenced, amended, and kept in ſuch good and ſufficient repair as aforeſaid, ſhall and will, at the end of the ſaid term of 21 years and one quarter of a year, hereby demiſed, or other ſooner determination of this preſent leaſe, which ſhall firſt happen, peaceably and quietly leave, ſurrender, and yield up unto the ſaid *J. R.* his heirs and aſſigns, together with all the doors, locks, keys, hinges, iron rails, bars, bolts, marble and other hearths, chimney pieces, foot-paces, cover-ſtones, glaſs windows, floors, faſhes, ſhutters, pins, partitions, wainſcot, cloſets, drawers, pumps, water pipes, poſts, rails and pales, and all other things ſet up, fixed, or faſtened to the premiſſes hereby demiſed, or to any part thereof, during the ſaid term, with liberty for the ſaid *J. R.* his heirs and aſſigns, or his or their agents, to come at any time or times into and upon the ſaid demiſed premiſſes, to take an inventory or ſchedule of the matters and things aforeſaid; *And moreover* that it ſhall and may be lawful to and for the ſaid *J. R.* his heirs and aſſigns, and his and their agents, officers and ſervants, with workmen or without, twice in every year during the ſaid term of 21 years and one quarter of a year, (in the day-time) to enter into and come upon the demiſed premiſſes, or any part thereof, to view, ſearch, and ſee the ſtate and condition of the reparations thereof, to give or leave notice or warning in writing or otherwiſe, for the repairing and amending all ſuch defects or wants of reparations as ſhall be there found, within the ſpace of four months next after ſuch notice or warning ſhall be ſo given or left, within which time or ſpace of four months, the ſaid *J. W.* for himſelf, his executors, adminiſtrators and aſſigns, *Doth* covenant, promiſe, and agree to and with the ſaid *J. R.* his heirs and aſſigns, to repair and amend the ſame accordingly; *And alſo* that he the ſaid *R. W.* his executors, adminiſtrators and aſſigns, ſhall and will, from time to time, and at all times during the ſaid term of 21 years and one quarter of a year, at his and their own proper coſts and charges, keep the ſaid meſſuage or tenement and premiſſes hereby demiſed, inſured from loſs or damage by fire: *And alſo* bear, pay, and diſcharge all aſſeſſments, taxes, levies, impoſitions and payments whatſoever, parliamentary or otherwiſe howſoever, which are or ſhall be aſſeſſed, taxed, or impoſed upon, or become payable out of or for the demiſed premiſſes, or any part

To keep in repair.

and ſo yield up, together with fixtures, &c.

With liberty for leſſor to enter and take a ſchedule of the ſame.

Covenant to view the premiſſes,

and to repair.

To inſure.

To pay taxes, &c.

part thereof, or which ſhall be aſſeſſed, taxed, or impoſed upon the ſaid *J. R.* his heirs or aſſigns, for or by reaſon of the ſame premiſſes, or any part thereof, by virtue of any act or acts of parliament, law, ſtatute, uſage or cuſtom whatſoever; *And alſo* that he the ſaid *J. W.* his executors, adminiſtrators and aſſigns, ſhall not nor will, at any time or times during the ſaid term of 21 years and one quarter of a year, ſet up, uſe, exerciſe, or cauſe or ſuffer to be ſet up, uſed, or exerciſed upon or within the ſaid meſſuage or tenement, or upon any part of the premiſſes hereby demiſed, the trade, myſtery, or occupation of a common brewer, tallow chandler or melter of tallow, ſugar-baker, ſoap-boiler, tobacco-pipe-maker or burner, baker, butcher, dyer, dreſſer or ſeller of flax or hemp, blackſmith, victualler or retailer of beer, ale, or ſpirituous liquors, diſtiller, pewterer, brazier, tin-worker, ſlaughterer, farrier, waſh ſtiller, bagnio keeper, auctioneer, or any of them, or any other noiſome, nauſeous or offenſive trade, myſtery, or occupation whatſoever, whereby or by means whereof the tenants of the ſaid *J. R.* in ——— *Street* aforeſaid, or thereabouts, or any of them, ſhall be damnified, endangered or annoyed, in their or any of their habitations, or the appurtenances thereunto belonging; *And* the ſaid *J. R.* for himſelf, his heirs and aſſigns, *Doth* covenant, promiſe, and agree to and with the ſaid *R. W.* his executors, adminiſtrators and aſſigns, by theſe preſents, *That* he the ſaid *R. W.* his executors, adminiſtrators and aſſigns, paying the ſaid yearly rent in manner aforeſaid, and obſerving, performing, fulfilling, and keeping all and every the covenants, conditions, proviſoes, and agreements herein before contained, which on the part of the ſaid *R. W.* his executors, adminiſtrators and aſſigns, are, and ought to be obſerved, performed, fulfilled and kept, according to the true intent and meaning of theſe preſents, ſhall or lawfully may, peaceably and quietly hold, poſſeſs and enjoy the ſaid dwelling houſe, meſſuage or tenement, and all other the demiſed premiſſes, with the appurtenances, during the ſaid term of 21 years and one quarter of a year, without any let, ſuit, trouble, interruption, or diſturbance of the ſaid *J. R.* his heirs and aſſigns, or any other perſon or perſons whatſoever lawfully claiming or to claim any eſtate or intereſt in the ſame, by, from, or under him, them, or any of them. *In Witneſs*, &c.

Not to uſe particular trades.

Covenant for quiet enjoyment on payment of rent and performance of covenants.

Leaſe of a Houſe from a Tenant in Tail, with many ſpecial Covenants.

THIS *Indenture*, made the —— day of *May*, in the year of our *Lord Chriſt*, 1780, and in the 20th year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland* king, defender of the faith, and ſo forth, *Between* *A. B.* of, *&c.* of the firſt part, and *C. D.* of, *&c.* of the ſecond part; *Whereas* the meſſuage or tenement and premiſſes herein after demiſed, are held by virtue of or under a leaſe made to *E. F.* bearing date the 20th day of *May*, 1731 for the remainder of a term of years which will expire on the 5th day of *June*, in the year 1781. *Now this Indenture witneſſeth*, that for and in conſideration of the rents, covenants, and agreements herein after reſerved, mentioned, and contained on the part of the ſaid *C. D.* his executors, adminiſtrators and aſſigns, to be paid, kept, obſerved, and performed, he the ſaid *A. B.* by virtue of and in purſuance of the power and authority for this purpoſe given to and veſted in him, in, and by an act of parliament made and paſſed in the —— year of the reign of his preſent majeſty king *George* the Third, intitled, An act for enabling *A. B.* eſq; to grant leaſes of certain eſtates in the county of *Middleſex* and city of *London*; and of all and every other power and powers enabling him thereto, *Hath* demiſed, leaſed, ſet, and to farm letten, and by theſe preſents *Doth* demiſe, leaſe, ſet, and to farm let, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, *All* that, *&c.* *And* all cellars, ſolars, vaults, ways, paths, paſſages, waters, water courſes, lights, eaſements, profits, commodities and appurtenances whatſoever to the ſaid meſſuage or tenement, erections, buildings, and premiſſes belonging, or in any wiſe appertaining, *Except*, and always reſerved out of this preſent demiſe, the liberty and uſe of ſuch drains, ceſſpools, privies and water-courſes, as now or late run in, through, or under the ſaid meſſuage or tenement, erections, buildings and premiſſes hereby demiſed, from any other meſſuage or tenement of or belonging to the ſaid *A. B.* which is ſituate and being near or adjacent to the ſaid hereby demiſed meſſuage or tenement, erections, buildings, and premiſſes, *To have and to hold* the ſaid meſſuage or tenement, erections, buildings, and premiſſes hereby demiſed, with their appurtenances unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from the 5th day of *June*, which will be in the year of our Lord 1781, for and during the term of twenty-one years from thence next enſuing, and fully to be compleat and ended: *Yielding and Paying*, therefore, for and during the ſaid term of twenty-one years, unto the ſaid *A. B.* his heirs or aſſigns, or to other the perſon or perſons, who, for the time being, ſhall be intitled to the ſaid hereby demiſed

Parties.

Recital of premiſſes being held under a leaſe.

Conſideration of rent, &c. and by virtue of a power given by act of parliament.

Demiſe.

Parcels.

General words.

Exception of drains which run through demiſed premiſſes.

Habendum for years.

Reddendum the moſt beneficial rent quarterly.

demiſed premiſſes, in reverſion or remainder, immediately expectant on the determination of the ſaid term, the yearly rent or ſum of 70*l.* of lawful money of *Great Britain*, (being the moſt beneficial rent that could be reaſonably had or obtained for the ſaid hereby demiſed premiſſes) by even and equal quarterly payments, on or at the days and times herein after mentioned (that is to ſay) the 5th day of *January*, the 5th day of *April*, the 5th day of *July*, and the 10th day of *October*, in every year, without any deduction or abatement whatſoever out of the ſame, or any part thereof, for or upon or in reſpect of any taxes, rates, or aſſeſſments whatſoever, taxed, charged, aſſeſſed or impoſed upon or in reſpect of the ſaid hereby demiſed premiſſes, or any part thereof, by authority of parliament or otherwiſe howſoever, the firſt quarterly payment of the ſaid rent of 70*l.* to be made on the 10th day of *October*, which will be in the year 1781. *And likewiſe yielding and paying*, for the laſt half-year of the ſaid term of twenty-one years, the clear rent or ſum of 35*l.* on the 5th day of *January*, which will be in the year of our Lord 1803, without any deduction or abatement whatſoever thereout as aforeſaid; *And* the ſaid *C. D.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *A. B.* his heirs, executors, adminiſtrators and aſſigns, and all other perſon or perſons intitled, for the time being, to the ſame premiſſes in reverſion or remainder as aforeſaid, by theſe preſents in manner following (that is to ſay) that he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall and will, within the firſt year of the ſaid term of 21 years, at his or their own coſts or charges, put, or cauſe to be put, all the ſaid hereby demiſed meſſuage or tenement, erections, buildings and premiſſes, in good repair, with the beſt and proper materials of all ſorts, in a ſubſtantial and workman-like manner, to the ſatisfaction of the ſaid *A. B.* or of other the perſon or perſon or perſons, who, for the time being, ſhall be intitled to the ſaid meſſuage, tenement, erections, buildings and premiſſes, in reverſion or remainder, immediately expectant on the determination of the ſaid term of twenty-one years, or of their, his, or her ſurveyors for the time being; *And* that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *A B.* or his aſſigns, or other the perſon or perſons, who, for the time being, ſhall be ſo intitled, as aforeſaid, the yearly rent or ſum of 70*l.* during the ſaid term hereby granted, the ſaid yearly rent or ſum of 70*l.* during the ſaid term of twenty one years, to be paid in the ſhares and proportions, and on or at the days or times herein before mentioned and appointed for payment thereof reſpectively, according to the true intent and meaning of theſe preſents; *And* that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall and will, during the continuance of this preſent leaſe or demiſe, well and truly pay and diſcharge all taxes, rates, and aſſeſſments whatſoever taxed, charged, aſſeſſed or impoſed, or to be taxed, charged, aſſeſſed, or impoſed upon the ſaid demiſed premiſſes, or any part thereof, by authority of parliament or otherwiſe howſoever; *And alſo* ſhall and will, from time to time, and at all times, during the continuance of the ſaid term of twenty-one years, contribute and pay towards the cleaning, repairing, and renewing the drains, pipes, and other water-courſes which ſhall be uſed in common by any of the tenants or occupiers of the ſaid hereby demiſed premiſſes,

Clear of all taxes.

Reddendum, a certain rent for the laſt half year.

Covenant by leſſee to put into repair within a certain time,

and for payment of rent;

and taxes;

and repairs of drains in proportion to rent.

miſes, or any part or parts thereof, and the owner or owners, occu-
or occupiers of any other meſſuage or tenement, meſſuages or tene-
, erections or buildings; *And alſo*, that he the ſaid *C. D.* his To keep premiſ-
ors, adminiſtrators and aſſigns, ſhall and will, from time to time, ſes in repair du-
all times, after the ſaid hereby demiſed meſſuage or tenement, ring the term.
es, buildings and premiſſes, ſhall have been ſo put in repair as
before mentioned, during the continuance of the ſaid term of
-one years, at his and their own proper coſts and charges, keep
ſaid hereby demiſed meſſuage or tenement, erections, buildings
emiſſes, in ſuch good and ſubſtantial repairs, as according to the
of the city and liberty aforeſaid, would be proper, fit, and re-
, to be done by the leſſee or landlord, if a new leaſe was to be
ecuted by him or her of the ſaid hereby demiſed premiſſes to a
enant, at the full improved rent thereof, to enter thereon (in-
ting and white-waſhing only excepted); *And alſo* ſhall and will, To repair pave-
the continuance of the ſaid term of twenty-one years, well and ments, &c.
dy repair, uphold, ſupport, pave, ſcour, cleanſe, glaze, empty,
, maintain and keep, all and every the pavements, wydraughts,
glaſs-windows, and other appurtenances of or to the ſaid hereby
meſſuage or tenement, erections, buildings and premiſſes reſ-
belonging or appertaining, when, where, and as often as need
ſhall be or require; *And alſo* ſhall and will, every fourth Every fourth
the ſaid term of twenty-one years, at his or their own proper year to paint
charges, paint, or cauſe to be painted, all the outſide wood- the out-ſide;
or belonging to the ſaid hereby demiſed premiſſes, twice, with during the half-
proper oil-colours, in a workmanlike manner: *And alſo* ſhall year, to empty
, during the laſt half-year of the ſaid term of twenty-one years, bog-houſes, &c.
and cleanſe all the bog-houſes, drains and ceſs-pools, of or be-
to the ſaid premiſſes: *And alſo*, that it ſhall and may be law- Liberty for
and for the ſaid *A. B.* and his aſſigns, or other the perſon leſſor to enter
ſons, who, for the time being, ſhall be intitled to the ſaid and take plan
demiſed premiſſes in reverſion or remainder, immediately ex- of premiſſes,
on the determination of the ſaid term of twenty-one years, with and view and
out workmen, or others in his, her, their, or any of their com- give notice of
four times, or oftner, in every year, during the continuance of want of repairs.
id term hereby granted, at ſeaſonable and convenient times, in the
me, to enter and come into, and upon the ſaid demiſed premiſſes,
part thereof, there to take a plan or plans thereof, and to view,
, and ſee in what ſtate and condition, and repair the ſame are, and
defects and wants of repairs and amendments, as upon any ſuch
ſhall be there found, to give or leave notice in writing, at the ſaid de-
premiſſes, or any part thereof, to and for the ſaid *C. D.* his exe-
, adminiſtrators and aſſigns, to repair and amend the ſame, within
me and ſpace of one calendar month next after every ſuch notice
be ſo given or left as aforeſaid, within which ſaid ſpace and time of
alendar month, he, the ſaid *C. D.* doth hereby for himſelf, his Leſſee cove-
tors, adminiſtrators and aſſigns, covenant, promiſe and agree, to nants to repair
with the ſaid *A. B.* his heirs, executors, adminiſtrators and aſſigns, accordingly.
other the perſon or perſons entitled, for the time being as aforeſaid,
and ſufficiently to repair and amend, and make good, all and every
defects and wants of reparations, whereof any ſuch notice ſhall be
ven or left as aforeſaid; *And* the ſaid *C. D.* doth hereby, for him- Leſſee to repair
ſelf, or rebuild party walls.

ſelf, his executors, adminiſtrators and aſſigns, covenant, promiſe and agree, to and with the ſaid *A. B.* his heirs, executors, adminiſtrators and aſſigns, and other the perſon or perſons entitled, for the time being as aforeſaid, that he the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ſhall and will, at his and their own coſts and charges from time to time, during the continuance of the ſaid term of twenty-one years, when and as often as occaſion ſhall be or require, repair or rebuild the party walls, and party fence walls, of or belonging to the ſaid hereby demiſed meſſuage or tenement, erections, buildings and premiſſes; *And* that in caſe of any difference or diſpute between the ſaid *C. D.* his executors, adminiſtrators or aſſigns, and the owner or occupier of any adjoining meſſuage or tenement, touching or concerning the repairing or rebuilding any ſuch party walls, he, the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall and will, immediately give notice thereof to the ſaid *A. B.* or to other the perſon or perſons, who ſhall be entitled to the ſaid hereby demiſed premiſſes, in reverſion or remainder, immediately expectant on the determination of the ſaid term of twenty-one years, and permit and ſuffer him, her or them, to name or appoint the ſurveyors for adjuſting and ſettling the ſame, in purſuance and conformable to the act of parliament, made and paſſed in the 14th year of the reign of his preſent majeſty king *George* the Third, for the further and better regulation of buildings and party walls, and for the more effectually preventing miſchief by fire, within the cities of *London* and *Weſtminſter*, and the liberties thereof, or in purſuance of and conformable to ſuch other act or acts of parliament, (if any) as may and ſhall hereafter be made, for altering, amending, or explaining the ſaid act of the 14th year of his preſent majeſty's reign, or any of the matters or things therein contained: *And alſo*, that he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall and will, at the end, expiration, or other ſooner determination of the ſaid term of twenty-one years, which ſhall firſt happen, peaceably and quietly leave, ſurrender, yield, and give up unto the ſaid *A. B.* or to other the perſon or perſons, who, for the time being, ſhall be ſo intitled as aforeſaid, all the ſaid hereby demiſed meſſuage or tenements, erections, buildings and premiſſes, and all the party walls, pavements, out-houſes, gutters, pikes, ſinks, drains, wydraughts, neceſſaries, glaſs, glaſs windows, and other things thereunto belonging or appertaining, in all reſpects, well and ſufficiently repaired, maintained, upheld, paved, purged, ſcoured, cleanſed, maintained, emptied and amended; *And alſo* all ſuch fixtures and other things as are mentioned in the ſchedule or particular, hereunder written; *And alſo* all ſuch doors, locks, keys, latches, bolts, bars, ſtaples, hinges, and other faſtenings whatſoever, wainſcots, marble, and other chimney-pieces, mantle-pieces, chimney-jambs, foot-paces, ſlabs, covins, ſaſh, and other window-caſements, window-ſhutters, partitions, cupboards, dreſſers, ſhelves, drawers, coppers, fixed boilers, ranges, fixed grates, ſtewing-ſtoves, Dutch-ovens, lead and other ciſterns, pumps, pipes, bells, crankes, cocks, marble and other water-cloſets, baſons, plugs and other things thereunto appertaining, poſts, pails and rails, which now are, or hereafter during the ſaid term of twenty-one years, ſhall be ſet up, fixed or faſtened in, upon, or about the ſaid hereby demiſed premiſſes, or any part thereof, or ſuch of them as ſhall, at any time during the laſt ſeven years of the ſaid term of twenty-one years, be ſet up,

In caſe of any difference to give notice to leſſor to permit him to appoint ſurveyors to ſettle ſame.

At end of term, to yield up premiſſes in good repair.

And likewiſe doors, &c. as ſhall be put up within the laſt 7 years.

fixed or faſtened in, upon, or about the ſaid hereby demiſed pre-
s, or any part or parts thereof, whole, ſafe, undefaced, and in
and ſubſtantial repair, in all reſpects fit for uſe; *And* moreover,
it may and ſhall be lawful to and for the ſaid *A. B.* and his aſſigns,
the perſon or perſons, who, for the time being, ſhall be ſo enti-
aforeſaid, or his, her, or their ſurveyor or ſurveyors, agent or
for the time being, at any time or times, in the day time, dur-
e laſt ſeven years of the ſaid term of twenty-one years, to enter
ne into and upon the ſaid hereby demiſed premiſſes, or any part
f, and take a ſchedule or inventory of the ſeveral doors, locks,
bolts, bars, ſtaples, hinges, and other faſtenings of every kind,
ots, hearths, marble and other chimney pieces, mantle pieces and
ey jambs, foot-paces and ſlabs, covings, ſaſh and other windows,
nts, windows, window ſhutters, partitions, cupboards, dreſſers,
s, ſhelves, coppers, fixed boilers, ranges, fixed grates, ſtewing
, Dutch ovens, lead and other ciſterns, pumps, pipes, gutters,
cranks, marble and other water-cloſets, baſons, plugs, and eve-
g relating thereto, poſts, pails and rails, and other fixtures,
ſhall be then always fixed or faſtened to, or ſet up, or placed in
the ſaid hereby demiſed premiſſes, or any part thereof; *And* the
C. D. doth hereby for himſelf, his executors, adminiſtrators and
, further covenant, promiſe and agree, to and with the ſaid *A. B.*
s aſſigns, and other the perſon or perſons intitled, for the time be-
aforeſaid, that he the ſaid *C. D.* his executors, adminiſtrators
ſſigns, ſhall not let or aſſign their preſent leaſe, or the ſaid pre-
hereby demiſed, or any part thereof, for all the term hereby de-
, nor cut or maim any of the principal timbers or walls of, or make
teration in the ſaid hereby demiſed premiſſes, or any part thereof,
t for the rebuilding the ſame), nor remove or take away any fix-
e or upon the ſaid premiſſes, or any part thereof, or uſe, or occu-
y part of the ſaid buildings and premiſſes as a ſtable or coach-houſe,
rmit or ſuffer the ſame to be uſed or occupied as ſuch, without the
t in writing of the ſaid *A. B.* or his aſſigns, and of other the per-
r perſons, who for the time being ſhall be ſo intitled as aforeſaid,
d with his, her, or their hand or hands, nor will, during the con-
ce of the ſaid term of 21 years, uſe, exerciſe, or carry on, in,
pon the ſaid hereby demiſed premiſſes, or any part thereof, or per-
r ſuffer the ſame, or any part thereof, to be occupied by any per-
r perſons who ſhall uſe, exerciſe, or carry on therein the art, myſ-
trade, or buſineſs of a vintner, victualler, coffee houſe keeper,
er, butcher, baker, ſlaughterman, tallow-chandler, ſoap boiler,
, ſcowerer, chimney-ſweeper, metal-founder, ſmith, brazier, tin-
, farrier, flax-dreſſer, tripe-boiler, or any other dangerous, annoy-
or offenſive trade or buſineſs whatſoever, or permit or ſuffer any
to be done in or upon the ſaid demiſed premiſſes or any part there-
which may be or grow to the annoyance, grievance, diſturbance, or
ge of the ſaid *W. B.* or his aſſigns, or other the perſon or perſons
for the being ſhall be ſo entitled as aforeſaid, or his, her, or their
r tenant or tenants, or any of them, and ſhall not and will not make
rmit or ſuffer to be made any public ſale or auction in or upon the
hereby demiſed premiſſes, or any part thereof, without ſuch conſent
riting as aforeſaid, *Provided nevertheleſs*, and it is hereby declared

and

Licenſe to take a ſchedule of doors, &c.

Covenant by leſſee not to aſſign leaſe or let the premiſſes for the whole term, or maim any of the timbers, or remove any fixture, or uſe or permit the premiſſes to be occupied as a ſtable or coach-houſe, without conſent, or uſe or permit certain trades to be carried on therein, or do any thing to annoy leſſor or his other tenants, nor make or permit any auction without conſent.

Power for leſſee to aſſign or under-let for leſs than the preſent term ſubject to the preſent covenants, and to give notice thereof.

and agreed, that the ſaid *C. D.* his executors, adminiſtrators and a ſigns, ſhall be at liberty to let or aſſign the premiſſes hereby demiſed, any part thereof, for any term or terms of years ſhort of the ſaid of 21 years hereby demiſed in caſe every ſuch leaſe or aſſignme made ſubject to the ſeveral covenants, proviſoes and agreements co ed in this preſent indenture of leaſe, and that notice in writing of ry ſuch leaſe or aſſignment be given to the ſaid *A. B.* or his aſſigns other the perſon or perſons, who for the time being ſhall be ſo int as aforeſaid within the ſpace of three months after the making ſuch or aſſignment, and that the ſaid *C. D.* his under-tenants or aſſigns, not carry on in the ſaid premiſſes, or any part thereof, any of the tr herein before excepted againſt, and do enter into the ſeveral cove and reſtrictions herein contained, or ſo many of them as relate to o gard, or can affect under tenants, any thing herein contained to the trary thereof in any wiſe notwithſtanding; *And alſo* that the ſaid *C.* and his aſſigns, and other the perſon or perſons who for the time b ſhall be ſo intitled as aforeſaid, and his or their other tenants ſhall free liberty of water-courſe in and through the ſaid hereby demiſed miſſes, to carry off the water from the other meſſuages or tenemen or belonging to the ſaid *C. D.* or adjoining to the ſaid hereby de premiſſes; *And* that it ſhall and may be lawful for the workmen employed by the ſaid *C. D.* or his aſſigns, and other the perſon or ſons who for the time being ſhall be ſo intitled as aforeſaid, and their tenants or occupiers of the ſaid meſſuages or tenements adjo to the ſaid hereby demiſed premiſſes, at ſeaſonable times, in the time, during the continuance of the ſaid term of 21 years, to ente come into, and upon the ſaid hereby demiſed premiſſes, or any part t of, to repair ſuch adjoining meſſuages or tenements, and to empty cleanſe the neceſſaries, ceſſpools, gutters and drains of or belongi the ſaid meſſuage or tenement near or adjoining to the ſaid demiſed miſſes, or any part thereof, when and as often as occaſion ſhall be quire; *And* that if any diſpute or controverſy ſhall at any time or during the continuance of the ſaid term of 21 years between the *C. D.* his executors, adminiſtrators or aſſigns, and the tenant or o pier, or tenants or occupiers of the ſaid adjoining meſſuages or ments, or any of them reſpectively, touching or concerning wi lights, ſewers, drains, water-courſes or eaſements, privileges or ap tenances to the ſaid hereby demiſed premiſſes, and the ſaid other joining meſſuages or tenements, or any of them reſpectively belon or appertaining, the ſame ſhall be from time to time ſettled and de mined by the ſaid *A. B.* or his aſſigns, or by other the perſon or ſons who for the time being ſhall be ſo intitled as aforeſaid, in ſuch ner as he, ſhe, or they ſhall think reaſonable, and by any writi writings order or direct; *And alſo* that it ſhall and may be lawful to for the ſaid *A. B.* and other the perſon or perſons who for the time b ſhall be ſo intitled as aforeſaid, or any perſon or perſons by his, her their orders or direction, at any time or times during the laſt ſix mo next before the expiration or determination of the ſaid term of 21 y to place and fix notices in writing upon the doors or other noto place or places of the ſaid hereby demiſed premiſſes, ſignifying tha ſaid premiſſes are to be let, and for him, them, or their agents, in day time, during the ſaid 6 months, with others in his, her, or t compa

Liberty of water-courſe through demiſed premiſſes for leſſor and his other tenants. To enter and repair adjoining premiſſes and neceſſaries, &c.

If any diſpute between leſſee and leſſor's other tenants as to window-lights, &c. ſame to be ſettled by leſſor in writing.

Licence within the laſt 6 months of term to put up a bill to let, and for leſſor to enter and ſhew premiſſes.

pany, at his or their will and pleaſure, to enter and come into and
the ſaid demiſed premiſſes, to ſhew the ſame to any perſon or per-
who ſhall be willing or deſirous to become or treat concerning the
ing tenant or tenants thereof, before or at the expiration or deter-
ion of the ſaid term of 21 years, without any let, interruption, or
uance of, from, or by the ſaid *C. D.* his executors, adminiſtrators
igns, or any other perſon or perſons claiming, or to claim, by,
, or under him or them, or any of them; *And* the ſaid *C. D.* doth
y for himſelf, his executors, adminiſtrators and aſſigns, likewiſe
nant, promiſe, and agree to and with the ſaid *A. B.* and his aſſigns,
other the perſon or perſons intitled for the time being as aforeſaid,
he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall and
within 6 days next enſuing the date hereof (or within one month
e the ſubſiſting inſurance thereof ſhall expire), inſure or cauſe to
ſured *All* and every the ſaid hereby demiſed meſſuage or tenement,
ions or buildings, from or againſt loſs or damage by fire, in the
Fire inſurance office in the city of *London*, (unleſs upon applica-
unto the ſaid *A. B.* or his aſſigns, or to other the perſon or perſons
ſhall be ſo intitled as aforeſaid, he, ſhe, or they, ſhall in writing
, that the inſurance be made in ſome other ſufficient office in the
of *London* or *Weſtminſter*, for the full worth or value thereof,) and
time to time, and at all times hereafter during the continuance of
d term of 21 years, ſhall make due and regular payments of the
s of inſurance of the premiſſes to the ſaid office, or ſhall renew
d inſurance from time to time during the ſaid term of 21 years, as
as there ſhall be occaſion for ſuch renewal, ſo as to keep all the
reby demiſed meſſuage or tenement, erection and building ſo as
aid, continually inſured from and againſt loſs or damage by fire,
the continuance of the ſaid term of twenty-one years, all which
d ſums of money which ſhall be paid by the proprietors of the
inſurance office or directors of ſuch other office as aforeſaid, by vir-
or in conſequence of any ſuch policy or policies of inſurance, it is
y agreed, ſhall be forthwith with all convenient ſpeed, laid out and
d in, for, or towards the re-building or ſubſtantially reinſtating and
ng fit for habitation ſuch of the ſaid meſſuages or tenements, erecti-
or buildings as ſhall happen to be burnt down or damaged by fire, as
ſe ſhall happen. *And* that if the ſaid *C D.* his executors, adminiſtra-
or aſſigns ſhall not make and continue or cauſe to be made and conti-
ſuch inſurance as aforeſaid, then and in that caſe he the ſaid *C. D.* his
tors, adminiſtrators and aſſigns, ſhall and will, at his and their
proper coſts and charges, cauſe or procure the ſaid meſſuages or
ements, erections and buildings which ſhall be ſo burnt down or da-
d by fire, to be rebuilt or in all reſpects ſubſtantially repaired, re-
ed and made fit for habitation, as ſoon as may be on ſuch plan as
be approved of by the ſaid *A. B.* or his aſſigns, or other the perſon or
s who for the time being ſhall be entitled as aforeſaid, and ſo as
ble or coach houſe ſhall be built as aforeſaid, *And* that if the ſaid
ge or tenement ſhall be ſo inſured and kept inſured as aforeſaid,
the ſum or ſums of money which ſhall be paid by the proprietors or
tors of ſuch inſurance office, by virtue or in conſequence of any
policy or policies of inſurance ſhall not be ſufficient for the re-
ng or repairing of the ſaid meſſuage or tenements, erections or
buildings

Covenant by leſſee with a certain time to inſure premiſſes in the Sun fire office, or with conſent of leſſor, ſome other ſufficient office.

To make regular payments or renew inſurance.

And the ſums paid by the office to be applied towards rebuilding premiſſes.

If leſſee ſhall not inſure then he will rebuild the premiſſes built upon a plan to be approved of by leſſor.

If money to be paid by inſurance office not ſufficient for rebuilding, leſſee to advance the difference.

buildings as ſhall be burnt down or damaged by fire, then and in ſu
caſe he the ſaid *C. B.* his executors, adminiſtrators or aſſigns, ſhall a
will advance and pay ſuch ſum or ſums of money as together with
ſum or ſums of money which ſhall be paid by the proprietors of the
office or directors of ſuch office as aforeſaid, by virtue or in co
quence of any ſuch policy or policies of inſurance as aforeſaid, will
ſufficient for re-building or ſubſtantially repairing, reinſtating and
ing fit for habitation the ſaid meſſuage or tenement, erections or bu
ings which ſhall be burnt down or damaged by fire, and cauſe or p
cure all the ſaid meſſuage or tenement, erections or buildings to be
built or in all reſpects ſubſtantially repaired, re-inſtated and made fit
habitation as ſoon as may be; *And alſo*, that all the ſeveral repairs a
re-buildings herein before agreed to be done by the ſaid *C. D.* his ex
cutors, adminiſtrators and aſſigns, ſhall be from time to time done a
performed in the moſt perfect and workmanlike manner and with
very beſt materials of every ſort and kind neceſſary for that purpoſe, a
that the ſame ſhall be done under the inſpection and to the approbati
of the ſaid *C. D.* his aſſigns or of other the perſon or perſons, who
the time being ſhall be ſo intitled as aforeſaid, or his, her or their
veyor for the time being, and that he, ſhe and they, may and ſhall
that purpoſe have full and free liberty at ſeaſonable and convenient ti
in the day time to enter and come into and upon the ſaid hereby de
ed premiſſes or any part thereof, when and as often as he, ſhe or t
ſhall think fit. *And* it is hereby declared and agreed by and between
ſaid parties hereto, and their true intent and meaning is, that if an
the ſaid hereby demiſed meſſuage or tenement, erections or build
ſhall be burned down or damaged by fire, the ſaid rent of 75*l* he
before reſerved or any part thereof, ſhall not ceaſe or be diſcontinu
but ſhall be paid and payable in ſuch and the ſame manner as if no ſ
accident or damage by fire had happened. *Provided always*, and th
preſents are upon this expreſs condition nevertheleſs, that if the
rent of 75*l.* herein before reſerved or any part thereof, ſhall be in
rear and unpaid by the ſpace of forty days next, after any of the
days and times on which the ſame ought to be paid as aforeſaid, or
caſe of the breach or non-performance of all or any of the covenant
agreements hereinbefore contained, on the part and behalf of the
C. D. his executors, adminiſtrators or aſſigns, to be kept, obſerved
performed, then, and in either of the ſaid caſes it ſhall and may be la
ful to and for the ſaid *A. B.* and his aſſigns, and other the perſon
perſons who for the time being ſhall be intitled to the ſaid hereby d
miſed premiſſes immediately expectant on the determination of the ſ
term of twenty one years at any time or times hereafter, into and up
the ſaid hereby demiſed premiſſes, or any part thereof, in the name
the whole, to re-enter, and the ſame to have again, repoſſeſs and enj
as in his, her or their firſt or former eſtate any thing hereinbefore co
tained to the contrary thereof, in any wiſe notwithſtanding. *And* t
ſaid *A. B.* doth hereby for himſelf, his executors, adminiſtrators a
aſſigns, covenant, promiſe and agree to and with the ſaid *C. D.* his ex
cutors, adminiſtrators and aſſigns, that he the ſaid *C. D.* his executo
adminiſtrators and aſſigns, paying the ſaid rent of 75*l.* hereinbefore re
ſerved as and when the ſame ſhall become payable and ought to be pa
as aforeſaid, and obſerving, performing, fulfilling and keeping all an
ever

That the repairs ſhall be done in a workmanlike manner, under the leſſor's ſurveyor's inſpection, and liberty for him to enter and do the ſame.

Agreement that if premiſſes are burnt, rent ſhall continue to be paid.

Proviſo for re-entry

every the covenants and agreements herein before mentioned, which on his and their part or behalf are or ought to be obſerved, performed, fulfilled and kept, according to the true intent and meaning of theſe preſents, ſhall or lawfully may peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid hereby demiſed premiſſes with their appurtenances, for and during the term of twenty-one years, without any lawful let, ſuit, trouble, denial or interruption of, from or by the ſaid *A.* or any perſon or perſons whomſoever, lawfully claiming or to claim by, from, under, or in truſt for him, them or any of them. *In Witneſs*, &c.

A Letter of Attorney to enter and deliver Poſſeſſion and Seiſin to the Leſſee.

KNOW *all Men* by theſe preſents, That *N.* lord biſhop of *D.* within named, *Hath* made, ordained, conſtituted and appointed, and by theſe preſents *Doth* make, ordain, conſtitute and appoint *R. H.* of *Darlington* in the county palatine of *D.* gent. his true and lawful attorney, for him, and in his behalf, into all and ſingular the premiſſes within mentioned to be demiſed, or into any part or parcel thereof, in the name of the whole, to enter, and thereof full and peaceable poſſeſſion and ſeiſin to take, and, after poſſeſſion and ſeiſin had and taken, poſſeſſion and ſeiſin thereof to give and deliver to *W. R.* within named, or to ſuch perſon or perſons as he ſhall authoriſe or appoint to take or receive the ſame, according to the form and effect of the within written indenture of demiſe; hereby ratifying and confirming whatſoever the ſaid *R. H.* ſhall do in or concerning the premiſſes. *In Witneſs* whereof the ſaid *N.* lord biſhop of *D.* hath hereunto ſet his hand and ſeal the —— day of —— in the year of our Lord —— and in the —— year of the reign of, *&c.*

Signed, ſealed and delivered
in the preſence of

The like to receive Poſſeſſion and Seiſin.

KNOW *all Men* by theſe preſents, that the within named *W. R. Hath* made, ordained, conſtituted and appointed, and by theſe preſents *Doth* make, ordain, conſtitute and appoint *T. T.* of *Darlington* in the county palatine of *D.* his true and lawful attorney, for him, and in his name, to receive and take full and peaceable poſſeſſion, livery and ſeiſin of all and ſingular the premiſſes within mentioned, to be demiſed to the ſaid *W. R.* by the ſaid right reverend father in God, *N.* lord biſhop of *D.* within named, for and during the natural lives of the within named *R. R. T. S.* and *J. E.* or of any part thereof in the name of the whole, according to the force, form and effect of the written indenture; and the ſaid *W. R.* doth hereby ratify and confirm whatſoever his attorney ſhall lawfully do concerning the premiſſes. *In Witneſs* whereof the ſaid *W. R.* hath hereunto ſet his hand and ſeal the ——— day of ——— in the year of our Lord ———.

Signed, ſealed and delivered
in the preſence of *W. R.*

Memorandum *of Poſſeſſion being delivered.*

MEMORANDUM, That *R. H.* of *Darlington* in the county palatine of *D.* gent. by virtue of the power and authority to him given and granted by the right reverend father in God, *N.* lord biſhop of *D.* did this ——— day of ——— enter into the premiſſes within mentioned to be demiſed by the ſaid lord biſhop to the within named *W. R.* and take and deliver quiet and peaceable poſſeſſion, livery and ſeiſin thereof, to *T. T.* of *Darlington* aforeſaid, authoriſed by the ſaid *W. R.* to take and receive the ſame, according to the force, form and effect of the within written indenture, in the preſence of us.

Another

A Leaſe for a Term of Years.

THIS *Indenture*, made the ——— day of ——— in the year of our Lord ——— and in the ——— year of the reign of our ſovereign lord *George* the Second, by the grace of God, of *Great Britain*, *France and Ireland*, king, defender of the faith, &c. *Between E. D.* of *L.* widow, of the one part, and *E. F.* of the city of *L.* widow, of the other part, *Witneſſeth*, that the ſaid *E. D.* for and in conſideration of the yearly rent herein after reſerved and contained on the tenant's or leſſee's part to be paid, and for divers other good cauſes and conſiderations her thereunto moving, *Hath* demiſed, granted, and to farm letten, and by theſe preſents *Doth* demiſe, grant, and to farm let unto the ſaid *E F. All* thoſe two cloſes of meadow or paſture ground, commonly called the *Two long Cloſes*, and alſo one other cloſe called *The Spittle* next adjoining to the ſaid *Two long Cloſes*, which ſaid three cloſes do contain together by eſtimation ſeventeen acres or thereabouts, be the ſame more or leſs; and one other cloſe called *The three Lays*, which doth contain by eſtimation three acres, be the ſame more or leſs; all which ſaid premiſſes are ſituate, lying and being near *Upper Holloway* in the pariſh of St. *Mary Iſſington* in the county of *M.* together with all ways, paſſages, waters, water-courſes, profits, commodities and appurtenances whatſoever, to the ſaid ſeveral cloſes belonging or appertaining; *To have and to hold* the ſaid ſeveral cloſes or parcels of ground, meadow and paſture, and all and ſingular the premiſſes hereby demiſed, and every part thereof with the appurtenances, unto the ſaid *E. F.* her executors, adminiſtrators and aſſigns, from the ——— day of ——— now laſt paſt, before the date of theſe preſents, for and during and unto the full end and term of five years from thence next enſuing and fully to be compleat and ended: *Yielding and paying* therefore yearly and every year, during the ſaid term, the rent of one copper-corn at the feaſt of St. *Michael* the archangel, if the ſame be lawfully demanded: *Provided always* nevertheleſs, and upon this further condition, that if the ſaid *E. D.* her executors, adminiſtrators or aſſigns, ſhall give or leave notice in writing with the ſaid *E F.* or at the uſual place of her abode, within one month before the firſt year of the term hereby granted be expired, that ſhe the ſaid *F. D* will have and enjoy the premiſſes herſelf, that then and in ſuch caſe, this preſent indenture of leaſe, and the term hereby granted, ſhall ceaſe, determine, and be utterly void. *In Witneſs* whereof the parties above-named have to theſe preſents, interchangeably ſet their hands and ſeals the day and year firſt above-written.

Sealed and delivered by the ſaid *E. D.* upon part of the premiſſes abovementioned, and poſſeſſion thereof delivered to the leſſee abovenamed (this indenture being firſt ſtamped) in the preſence of

Power for Landlords to keep Courts on the Premiſſes.

AND *further*, that the ſaid *J. M. &c.* ſhall and will yearly and every year, during the ſaid term of 21 years, upon reaſonable warning given, do his and their ſuit and ſervice of the court or courts to be held for and within the manor of *P.* alias *P.* ſo often as the court ſhall be there holden and kept, during the ſaid term, ſo as the ſame exceed not more than twice in every year, and be there ordered as other tenants of the ſaid manor are or ought to be, and ſhall and will peaceably and quietly permit and ſuffer the lord of the manor of whom the ſaid premiſſes are or ſhall be holden, together with his ſteward, ſervants and officers, to keep court for the ſaid manor in the ſaid meſſuage or tenement called *Little H.* being the manor-houſe, from time to time, and at all times, as often as the ſaid lord, his heirs or aſſigns, ſhall think fit, during the ſaid term; *And alſo* ſhall and will, at their own proper coſts and charges, give and allow to the ſaid lord and his ſteward and his aſſigns, when and as often as the court ſhall be there kept, ſuch reaſonable entertainment as hath been uſually allowed and given by the ſaid farmer, tenants, occupiers of the ſaid meſſuage, lands and premiſſes, as aforeſaid, on ſuch occaſion as aforeſaid.

Not to fell any of the Coppices under three Years Growth.

AND *alſo*, that the ſaid *J. M.* his executors, adminiſtrators and aſſigns, ſhall not, nor will, at any time, during the ſaid term of 21 years, fell or cut, or cauſe to be felled or cut down all or any of the coppices or underwoods hereby leaſed, that ſhall be under the growth of 12 years, nor ſhall nor will, during the four laſt years of the ſaid term, cut, or cauſe to be cut or felled, any of the ſaid coppices, but ſhall leave and yield up the ſame of the full age or growth of three years at the leaſt, at the end of the ſaid term hereby leaſed, keep and maintain the ſaid coppices and wood grounds well fenced in and incloſed, and keep all manner of cattle out of the ſame, that ſhall or may hurt or deſtroy any of the wood grounds and ſprings therein; and alſo if *J. M.* his executors, executors or aſſigns, ſhall put into, or willingly or wilfully ſuffer any cattle whatſoever, to come or be in the ſaid coppices

or

or wood grounds, in or during the three laſt years of the ſaid term, or within ——— after the cutting or ſelling of any coppice-woods or underwoods, except calves or colts of one year old; then and in ſuch caſe, and alſo ſo often he or they, for every beaſt ſo being found treſpaſſing or depaſturing therein, ſhall and will forfeit and pay to the ſaid *J. W.* his heirs and aſſigns, the ſum of 50*s.* of lawful money

Covenant to have 10 *Acres of Premiſſes ſown with Clover for Benefit of Landlord.*

AND that he the ſaid *J. M.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will leave, or cauſe to be left in good order and huſbandlike manner, 10 acres of the ——— lands hereby leaſed, ſown with clover-graſs, after the rate of one peck, of clover ſeed upon each acre, growing and to be growing upon the ſame lands, or ſome part thereof, at the end of the ſaid term, or other ſooner determination of the preſent leaſe, to and for the only proper uſe and benefit of the ſaid *J. W.* his heirs and aſſigns.

A Reddendum *to a Perſon for Life, and after to thoſe in Remainder.*

YIELDING *and paying* therefore yearly and every year, during the ſaid term of 21 years, at or in the hall of the manſion-houſe commonly called *C.* hall, in, *&c.* the yearly rent or ſum of 7 *l.* *&c.* unto the ſaid *D* and his aſſigns, during the life of the ſaid *D.* and after his deceaſe, to ſuch other perſon and perſons, who for the time being ſhall be intitled to the immediate reverſion or remainder of the premiſſes hereby leaſed, expectant on the determination of the ſaid term, at the four moſt uſual feaſts, *&c.* the firſt of the ſaid quarterly payments, *&c.*

Covenan

Covenant to repair Walls, plant Trees, &c.

AND after building of either or both of the ſaid walls to plant trees on his garden ground on the other ſide of the walls, and to nail ſuch trees, by him and them planted, and the ſprigs thereof, againſt the walls, for and during all the reſidue of his ſaid term of 31 years now to come therein, as he or they ſhall think fit; and that he or they, during the ſaid four years, ſhall pay no rent for the ſaid hereby leaſed piece of ground to the ſaid *C. S.* her heirs or aſſigns, (other than and except the yearly rent of 1 *s.* for ſuch planting and nailing, as an acknowledgment that the ſaid walls are the property of her the ſaid *C. S.* her heirs and aſſigns,) and ſo as he or they keep ſuch walls on the ſide of his ground pointed and repaired, and ſo as the trees planted and nailed, in the laſt year of the ſaid term, be left in ſuch manner as herein after mentioned, touching the ſame; and that he the ſaid *J. W.* his executors or aſſigns, ſhall and will, during the reſidue of his ſaid term, pay to the ſaid *C. S.* her heirs or aſſigns, the ſaid yearly rent of 1 *s.* for his nailing againſt the ſaid wall, as an acknowledgment for the ſame, as aforeſaid; and alſo that he or they ſhall not, in the laſt year of his ſaid term, do any damage to the ſaid trees, ſo by him or them planted, nor draw any nails from the ſame; and alſo that he and they ſhall and will, at his and their own charge, keep the ſaid walls, in the whole length thereof on his ſide of the ſame, pointed and repaired, during all the reſidue of his ſaid term of 31 years, and ſhall ſo leave and ſurrender up the ſame at the end of the ſame term, together with all ſuch trees as ſhall be by him or them planted and nailed in the laſt year of the ſaid four years, unto the ſaid *C. S.* her heirs and aſſigns, without committing any wilful waſte, ſpoil or damage to the ſame; *And* that it ſhall and may be lawful to and for the ſaid *C. S.* her heirs and aſſigns, during all the reſidue of the ſaid term of 31 years (after the ſaid walls built) twice in every year, to come into the garden of the ſaid *J. W* his executors or aſſigns, to view and ſee if the ſaid walls are by him and them ſo pointed and repaired in manner as aforeſaid; and upon ſuch view, in caſe of any defect found therein, to give ſuch notice in writing to him or them for the pointing and repairing of every ſuch defect, within three months then next following; and in caſe he or they ſhall not, within the ſaid three months next after every ſuch notice, amend the ſame, then and in ſuch caſe, it is hereby mutually agreed between the parties hereto, that he the ſaid *J. W.* his executors or aſſigns, ſhall from thenceforth have no liberty of nailing his or their trees againſt the ſaid walls, and then and in ſuch caſe the ſaid yearly rent of 1 *s.* ſo payable by him or them as aforeſaid, ſhall ceaſe and determine.

Covenants concerning a Warren.

AND that the ſaid *A. (the leſſee)* his, &c. at his and their own proper coſts and charges, ſhall keep up, amend, repair and ſufficiently maintain all lands and burrows of the ſaid warren, and all gates, pales, hedges, fences, ditches and incloſures of or belonging to the ſame, or any part thereof, with their and every of their appurtenances, in good and tenantable repair, plight and condition; and the ſame ſo well and ſufficiently repaired, amended and kept as aforeſaid in all reſpects, ſhall and will, at the end or other ſooner determination of this leaſe, quietly and peaceably yield up and leave unto the ſaid *B.* his heirs or aſſigns: *And further*, that he the ſaid *A.* his executors, &c. ſhall and will, during the continuance of this demiſe, keep and preſerve the uſual ſtock or number of conies upon the ſaid warren (being computed at 400 or thereabouts) and ſave the like number, as near as can be, at the end or other ſooner determination of this demiſe, and ſhall and will leave as ſtock upon the ſaid warren: *And* if any diſpute happen at the end or other ſooner determination of this demiſe, concerning the number of conies left as ſtock upon the ſaid warren, or ſhould be left as ſtock, in ſuch caſe, the ſame to be decided by four indifferent perſons, whereof two are to be choſen by the ſaid *B.* his heirs or aſſigns, and the other two, by the ſaid *A.* his executors, &c. and their judgment being made in writing two months after their being ſo elected, is hereby agreed and declared ſhall be binding and final to all the ſaid parties to theſe preſents.

A Letter of Attorney in a Leaſe for three Lives.

AND *laſtly*, the ſaid duke doth by theſe preſents conſtitute, ordain, and in his ſtead and place put *T. C.* of, &c. or either of them, his true and lawful attorney or attornies, for him and in his name, place and ſtead, to enter into the ſaid capital meſſuage, and all and ſingular the lands, tenements, hereditaments and premiſſes aforeſaid, and into every or any part or parts thereof, in the name of the whole, and thereof to take poſſeſſion, and after poſſeſſion ſo thereof had and taken, full and quiet and peaceable poſſeſſion and livery and ſeiſin to deliver to the ſaid *B. D.* and *K.* his wife, or his or their lawful attorney in that behalf; *habendum* the ſame to the ſaid *B. D.* and *K.* his wife, and their heirs and aſſigns, for and during the lives of the ſaid *B. D.* and *K.* his wife, and *E.* their daughter aforeſaid, according to the tenor and effect of theſe preſents; the ſaid duke hereby ratifying and confirming whatſoever his ſaid attornies, or either of them, ſhall do in that behalf, by force and virtue of theſe preſents, as fully as if the ſaid duke had been perſonally preſent and done the ſame. *In Witneſs*, &c.

(A) *A Conveyance by Leaſe and Releaſe, what.*

A Conveyance by leaſe and releaſe, is where he who is to convey any lands or tenements firſt makes a *leaſe* (or *bargain and ſale*) of the premiſſes to the perſon to whom the ſame is to be conveyed for ſix months, a year, &c. but uſually for a year, to the intent that by virtue thereof the leſſee may be in the actual poſſeſſion of the premiſſes granted by the leaſe, (or bargain and ſale) and intended to be releaſed to him; and then the leſſee (or bargainee) by virtue of the ſtatute of the 27 *H.* 8. *c.* 10. for transferring uſes into poſſeſſion, is enabled to take a grant or releaſe of the reverſion and inheritance of the ſaid lands, to the uſe of himſelf and his heirs for ever, &c. And then a *releaſe* (uſually dated the day next after the date of the leaſe, reciting the ſaid leaſe and declaring the uſes) is accordingly made; which in this caſe is a conveyance of one's right or intereſt that he has in a thing to another who has the poſſeſſion thereof.

A leaſe and releaſe are but one conveyance, and in the nature of one deed. *Mod.* 252.

Leaſe and releaſe is now become the moſt common conveyance of lands. It amounts to a *feoffment*; for by the ſaid ſtatute the *uſes* are transferred into the *poſſeſſion*, ſo that thereby the place of *livery of ſeiſin* is ſupplied; which indeed ſaves much trouble, eſpecially when the bargainor, &c. lives at a diſtance from the premiſſes; in which caſe a letter of attorney to make livery was obliged to be made, otherwiſe the bargainor, &c. was to deliver ſeiſin in perſon.

(B) *Things requiſite in a Leaſe (or Bargain and Sale) for a Year.*

Firſt, *With Reſpect to the Conſideration.*

IT is requiſite, and the uſual and beſt way, to mention a conſideration of money, as five ſhillings, or ſome other ſmall ſum, though it be never paid; for it was a queſtion upon a leaſe for a year made by the words *demiſe, grant and to farm let*, rendering a pepper-corn rent, whether the releaſe could operate upon it? And it was objected that the releaſe was void, becauſe there was no entry found, nor any conſideration

to

to raiſe an uſe, it being but a pepper-corn, which is not ſufficient, for it is to be paid out of the profits of the land. Chief juſtice *North* at laſt ſaid, the reſervation ſeemed to him not to be ſufficient to raiſe an uſe, becauſe the uſe muſt be raiſed out of the land, and united to it before a rent can reſult out of it. But *Windham* juſt. was of opinion, that the reſervation, though but *a* pepper-corn, would raiſe an uſe. And after time taking to adviſe, judgment was given, that the word *grant* would make the land paſs by way of uſe; and that the reſervation of a pepper corn is a good conſideration to raiſe an uſe to ſupport a recovery. Alſo that this leaſe being within the ſtatute of uſes, there needs be no actual entry to make the leſſee capable of the releaſe; for by virtue of the ſtatute he ſhall be adjudged to be in actual poſſeſſion. 2 *Mod.* 252, 253.

If the words *bargain and ſell*, in conſideration of money, be in a deed; or if in conſideration of money he does *demiſe*, &c. there an uſe will ariſe by the ſtatute of uſes. But if it be only rendering rent out of the land, that ſeems not to be a ſufficient conſideration to raiſe an uſe. *Mod.* 262, 263.

Secondly, *With reſpect to the Eſtate and Poſſeſſion.*

The perſon who makes the bargain and ſale for a year, muſt be in actual poſſeſſion at the time of the ſale, otherwiſe he cannot make it.

But if he has not the poſſeſſion before the ſale, he muſt enter upon the land, and ſeal and deliver the deed upon the land to the bargainee; and thus puts the bargainee into poſſeſſion. *Vide Carter* 161. *Cro. Eliz.* 445, 446, 447. *Dalliſon* 81. *Lev.* 47, 270, 271, 272. 3 *Lev.* 7.

And if a man is ſeiſed in fee, and makes a leaſe for years, unleſs he takes poſſeſſion, and the leſſee enters, he muſt raiſe an uſe. *Mod.* 263. Upon a leaſe for a year, it being within the ſtatute of uſes, there is need of an actual entry to make the leſſee capable of taking the releaſe; for by the ſaid ſtatute he is deemed in actual poſſeſſion. 2 *Mod.* 252, 253.

If a leaſe for years be made, without any conſideration of money, the leſſee has not any eſtate till entry; for before entry he has but an *intereſſe termini*, and no *poſſeſſion*. *Co. Lit.* 278. *a.* 46. *b.*

Neither has the leſſor any reverſion till the leſſee's entry; nor will a releaſe to him, which enures by way of enlarging an eſtate, operate without a poſſeſſion; for before a poſſeſſion there is no reverſion. *Co.* 270. *a.* *Cro. Jac.* 169. *pl.* 9.

By a bargain and ſale of the *reverſion and reverſions*, remainder and remainders, rents, iſſues, and profits, &c. the bargainee by virtue of the ſtatute of uſes becomes poſſeſſed, 2 *Co.* 35. *b.* (it being a term) without any attornment, and he may diſtrain or bring an action of debt for rent. *Vaugh.* 51. 8 *Co.* 93. *b.* 94. *a.*

Thirdly,

Thirdly, *With reſpect to Inrolment.*

There needs no inrolment of a bargain and ſale for years, that
cutes by the ſtatute without it. 2 *Co.* 35. *b.* 36. *a.* 8 *Co.* 93.
Roll. Abr. 204. 17 *Vin.* 172.

(C) *Things requiſite in a Releaſe.*

Firſt, *With Reſpect to the Conſideration.*

A Releaſe will operate without a conſideration, but it is conve
to put a valuable conſideration in, as money, or love and a
tion, or marriage, &c. for ſince the ſtatutes of 13 *Eliz. c.* 5. an
Eliz. c. 4. againſt fraudulent conveyances, if a man makes a volu
feoffment, or other conveyance, without good conſideration, it ſh
fraudulent againſt a purchaſor for a real conſideration, or a mort
a judgment or ſtatute-creditor, for good conſideration.

But it ſhall be good againſt the party, his executors, adminiſtr
&c. *Cro. Jac.* 271. *pl.* 3.

Secondly, *With reſpect to the Eſtate and Poſſeſſion.*

It has been the great wiſdom and prudence of the ſages of our la
provide, that no poſſibility, right, title or choſe in action, may be g
ed or aſſigned to ſtrangers, for that would make a multiplicity of l
and great oppreſſion to the people; neither can they be transferred b
in law; but all rights, titles and actions may, by the prudence
policy of the law, be releaſed to the terre-tenant, for the reaſon of
repoſe and quiet, and for avoidance of contentions and ſuits. 10.
48. *a.*

Wherever a releaſe is made, it is abſolutely neceſſary that the rele
be in poſſeſſion of *ſome* eſtate at the time of the releaſe. *Lit.* § 44

1. He who makes a releaſe of lands muſt have an eſtate in him
out of which the eſtate may be derived to the releaſee.

2. T

2. The releaſee muſt have an eſtate in poſſeſſion in deed or in law, in the land whereof the releaſe is made, as a foundation for the releaſe.

3. There muſt be a privity of eſtate between the releaſor and releaſee.

4. And there muſt be ſufficient words in law, not only to make the releaſe, but alſo to create and raiſe a new eſtate, or the releaſe will not be good. *Co. Lit.* 271.

If a man occupies as tenant at ſufferance, a releaſe will not enure to him for want privity *Lit.* § 461.

His being tenant at ſufferance is not good to veſt any eſtate in him for want of privity between them: and a releaſe to him, as to him who had the reverſion, is void, becauſe he had not any poſſeſſion, there being no eſtate in him; and an eſtate cannot be veſted in him in reverſion by this means; for if tenant for life releaſes to him in reverſion, it is void by way of releaſe; and it cannot paſs as a ſurrender for want of apt words. *Cro. Eliz.* 21. *Dyer* 251.

But where a man is in poſſeſſion by virtue of a leaſe at will, there a releaſe ſhall operate by reaſon of the privity between the parties. And it is in vain to make an eſtate by livery of ſeiſin to another who has the poſſeſſion before. *Lit.* § 461, 462.

Thirdly, *With reſpect to the Words in a Releaſe.*

If I let land for life or years, and releaſe all the right I have without the word *heirs*, this at the common law is but an eſtate for life; but if I releaſe to him and his *heirs*, or to him and the heirs of his body, then this is an inheritance. *Lit.* § 465.

Fourthly, *With reſpect to Recitals, the Uſes, Conditions, Defeaſances, Warranties and Covenants.*

A releaſe may have one or more *recitals* in it (which is moſt commonly the caſe) yet it is good without any.

If the words, *to the only uſe and behoof of* A. B. *and his heirs and aſſigns for ever*, or ſuch like words, are not in the releaſe, then the eſtate executes by the ſtatute of uſes, and the truſt is void.

Where no *uſe* is declared, it is to the uſe of the releaſor and his heirs.

Where a releaſe is made to *A. B.* his heirs and aſſigns for ever, to the only *uſe* and behoof of the releaſee, his heirs and aſſigns for ever, in truſt for the ſaid *C. D.* (which ſaid *C. D.* muſt be a party to the deed, and a conſideration of 5 *s.* to be paid by the releaſee, and the purchaſe-money declared to be paid by *C. D.* the *ceſtuy que truſt*) if theſe words are not in the deed, then the eſtate executes by a ſtatute of uſes, and the truſt is void.

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In caſe of leaſe and releaſe to make a tenant to the *præcipe* in a common recovery, if the releaſe is made *to the tenant and his heirs*; it muſt alſo be *to the uſe of him, his heirs and aſſigns for ever*; for the releaſee muſt be abſolute tenant of the freehold.

A releaſe that enures by way of paſſing an eſtate, *&c.* may be made upon *condition*, or with a *defeaſance*; ſo as the condition be contained in the releaſe, or delivered at the ſame time with it. *Co. Lit.* 236.

And although there may be warranties, covenants, and ſuch additions in releaſes, (which is uſually the caſe), yet they are good without them.

(D) *Of ſetting aſide a Leaſe and Releaſe*, &c.

A Deviſed lands to *J. S.* and his heirs, but the will was defectively executed, and afterwards the heir at law, in conſideration of one hundred guineas paid him by *J. S.* the deviſee, by deed, reciting that this will was duly executed, releaſed to the deviſee all his right to the eſtate deviſed; and after that, there being debts appointed by the will to be paid, the deviſee told the heir, that it would facilitate the raiſing of the money for the payment of the debts, (if he the heir) would join in a leaſe and releaſe of the deviſed premiſſes; and thereupon, for fifty guineas more paid to the heir, he, together with the deviſee, by leaſe and releaſe conveyed the premiſſes to *J. N.* and his heirs in conſideration of 4000*l.* mentioned to be paid by *J. N.* and a receipt was given; but in truth this purchaſe-money was to be paid, but *J. N.* was only a truſtee for *J. S.* The court ſet aſide this leaſe and releaſe, upon payment of the one hundred and fifty guineas and intereſt; and ſaid, either *ſuppreſſio veri*, or *ſuggeſtio falſi*, is a good reaſon to ſet aſide any releaſe or conveyance; and that to recite in a deed (as in this caſe) that the will was duly executed, when it was not, is *ſuggeſtio falſi*, and to conceal from the heir (as here) that the will was not duly executed, is *ſuppreſſio veri*. *Will.* 239, 240, 727.

PRECEDENTS

PRECEDENTS OF

Leaſes and Releaſes.

A Bargain and Sale for a Year.

THIS *Indenture*, made the 1ſt day of *September* in the 14th year of the reign of our ſovereign lord *George* the Second, by the Se- ad, by the grace of God, of *Great Britain*, *France* and *Ireland*, g, defender of the faith, and ſo forth, and in the year of our Lord 40 *(a) Between A. B.* of *F.* in the county of *S.* gent. of the one t, and *J. B.* of *A.* in the ſaid county of *S.* gent. of the other part, witneſſeth, that as well for and in conſideration of the ſum of five ſhil- gs *(b)* of good and lawful money of *England*, by him the ſaid *J. B.*

A bargain and ſale for a year, to enable the bargainee to take a releaſe.

(a) No perſon can make a bargain and ſale for a year, who hath not the actual ſſion at the time of the ſale. If he hath it not before the ſale, he muſt en- upon the land, and ſeal and deliver the deed afterwards upon the land to the gainee; and this puts the bargainee into poſſeſſion, and purges diſſeiſins, &c. title *Entry. Carter* 161. *Cro. El.* 483. *pl.* 19, 447. *pl.* 11. *Dalliſon* 81. 20. 3 *Lev.* 387. 1 *Lev.* 47, 270, 271, 272,

Where a man is ſeiſed in fee, and makes a leaſe for years, unleſs he gives poſ- on, and the leſſee enters, he muſt raiſe a uſe. 1 *Mod.* 273.

(b) The beſt way to make the matter clear, is to mention a conſideration of e ſhillings, or ſome other ſum, though it be never paid; for where a leaſe was ade for a year, by the words demiſe, grant and to farm let, rendering a pepper- rn rent, it came to be a queſtion upon a ſpecial verdict, whether the releaſe uld operate upon it? and againſt it, it was objected, that the releaſe was void, that there was no entry found, nor any conſideration to raiſe an uſe: all the ſideration mentioned in the reſervation being but a pepper corn, which is not ficient, for that it is to be paid out of the profits of the land.

And *North*, chief juſtice, at firſt ſaid, that the reſervation did ſeem to him not be ſufficient to raiſe a uſe, for that a uſe muſt be raiſed out of the land, and ſed to it before a rent can reſult out of it.

Wyndham, juſtice, was of opinion, that the reſervation, though but a pepper- rn would raiſe a uſe

The court took time to adviſe it. *Barker* and *Keet*. 1 *Mod. Rep.* 262.

Afterwards judgment was given, that the word *grant* would make the land paſs by way of uſe; and,

That the reſervation of a pepper corn is a good conſideration to raiſe a uſe to pport a recovery.

Alſo, that this leaſe being within the ſtatute of uſes, there need be no actual try to make the leſſee capable of the releaſe; for by virtue of the ſtatute, he all be adjudged to be in poſſeſſion. 2 *Mod. Rep.* 253, 253.

to

to him the ſaid *A. B.* in hand well and truly paid, before the ſealing and delivery hereof, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit and diſcharge the ſaid *J. B.* his heirs, executors and adminiſtrators, and every of them, for ever by theſe preſents, as alſo for divers other good cauſes and conſiderations, him the ſaid *A. B.* hereunto moving, he the ſaid *A. B.* hath bargained and ſold, and doth by theſe preſents bargain and ſell unto the ſaid *J. B.* his executors adminiſtrators and aſſigns *(a)* all that meſſuage or tenement, and two acres of land, with the appurtenances, ſituate, lying and being in *G.* in the ſaid county of *S.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits, of all and ſingular the ſaid premiſſes *(b)*, together with all deeds, reſcripts, and muniments whatſoever, touching, or any ways concerning the ſame premiſſes, now in the poſſeſſion of him the ſaid *A. B.* or which he can any ways come at without ſuit in law: *To have and to hold* the ſaid meſſuage or tenement, and two acres of land, ſituate, lying and being in *G.* aforeſaid, in the ſaid county of *S.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and every part and parcel thereof, and all and ſingular other the premiſſes herein before by theſe preſents bargained and ſold, or meant, mentioned, or intended to be herein and hereby bargained and ſold, with their and every of their appurtenances, unto the ſaid *J. B.* his executors, adminiſtrators and aſſigns, from henceforth for and during, and unto the full end and term of one year from henceforth next enſuing, and fully to be

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(*a*) If a man makes a leaſe for years without any conſideration of money, the leſſee hath not any eſtate till entry; for before entry he hath but an *Intereſſe Termini*, and no poſſeſſion. 1 *Inſt.* 298 *a.* and 46. *b.* Neither hath the leſſor any reverſion till the leſſee's entry; nor will a releaſe to him, which enures by way of enlarging an eſtate, operate without a poſſeſſion, for before a poſſeſſion there is no reverſion. 1 *Inſt.* 270. *a.* *Cro. Jac.* 169. *pl.* 9. Neither can he bring treſpaſs. 1 *Inſt.* 46, *b.* 270. *a.* 1 *Mod. Rec.* 262, 263. *Carter* 66. *Co. Lit* 51. *b.* *Plowd.* 142. *b.* 423. *a.* *Cr. Jac.* 61. 2 *Mod.* 249 2 *Vent.* 203, 204. But I ſuppoſe he may bring an ejectment, becauſe leaſe, entry and ouſter muſt be conſeſſed. *Quære*, for confeſſion of leaſe, entry, and ouſter is not a confeſſion of any entry ſufficient to make out the plaintiff's title where an entry is neceſſary thereto, but that the party muſt actually enter. 1 *Saund.* 319. 1 *Sid.* 233. 1 *Mod.* 10. 1 *Vent.* 42, 332. 3 *Keb.* 218. 1 *Salk.* 246. *Skin.* 424.

But if the words *bargain and ſell*, in conſideration of money, be in the leaſe; or if in conſideration of money he doth *demiſe*, &c. there an uſe will ariſe by the ſtatute of uſes.

But if it is only rendering rent out of the land, that ſeems not to be a ſufficient conſideration to raiſe an uſe. 1 *Mod. Rep* 262, See 2 *Mod.* 252, 253.

(*b*) By this bargain and ſale of the reverſion and reverſions, remainder and remainders, rents, iſſues and profits, &c. the bargainee, by virtue of the ſtatute of uſes, becomes poſſeſſed. 2 *Rep.* 35. *b.* (it being a term) without any attornment, and he may without attornment diſtrain or bring an action of debt for rent. *Vaugh* 51. 8 *Rep.* 93. *b.* 94. *a.*

There needs no inrollment of a bargain and ſale for years, that executes by the ſtatute without it. 2 *Rep.* 35. *b.* 36. *a.* 8 *Cr.* 93. 2 *Roll. Ab.* 204.

ſent and ended: *(a) Yielding and paying therefore* unto the ſaid *J. B.* his heirs and aſſigns, at the end of the ſaid term, the rent of one peper-corn, if the ſame ſhall be demanded; to the intent that by virtue hereof, and of the ſtatute of transferring of uſes in poſſeſſion, *(b)* the ſaid *J. B.* may be in the actual poſſeſſion for the ſaid premiſſes, and be capable of accepting a grant and releaſe of the reverſion and inheritance thereof to him the ſaid *J. B.* his heirs and aſſigns for ever, to the only proper uſe and behoof of the ſaid *J. B.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. *In* The uſe declared. *witneſs, &c.*

A Releaſe upon the Bargain and Sale for a Year.

THIS *Indenture*, *(d)* made, the ſecond day of *September* in the fourteenth year of the reign of our ſovereign lord *George* the Second, by, *&c.* and in the year of our Lord 1740, *Between A. B.* of the county of *S.* gent. of the one part, and *J. B* of *A.* in the county of *S.* gent. of the other part *Witneſſeth*, that as well for and in conſideration of the ſum of one hundred pounds *(e)* of lawful money of *England*, by him the ſaid *J. B.* to him the ſaid *A. B.* in hand paid, before the ſealing and delivery hereof, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit and diſcharge the ſaid *J. B.* his heirs, executors and adminiſtrators,

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(a) It is not neceſſary in a bargain and ſale for years to have a reſervation of rent, becauſe the conſideration of money raiſes the uſe; but where it is by demiſe, grant and to farm let, there ought to be a reſervation of rent at the leaſt to raiſe the uſe; and whether that will do, it being a thing iſſuing out of the land only, is a great queſtion. *Vide* 1 *Mod. Rep.* 263 But afterwards adjudged that it would. 2 *Mod.* 251, 253.

(b) 27 *H. cap.* 10.

So far in poſſeſſion as to accept of a releaſe of the inheritance, but not to commit treſpaſs until actual entry. *Carter* 67, 68.

A tenant by ſtatute or *elegit* may after the land extended bring treſpaſs without entry. 1 *Mod. Rep.* 217. 5 *Rep.* 124. *a Carter* 66. 78.

(c) A leaſe and releaſe are but one conveyance, and in the nature of one deed. *Cro. Jac.* 252.

A releaſe will operate without a conſideration; but it is convenient to put a reaſonable conſideration in, as money, or love and affection, or marriage, *&c.*

Note; Since the making of the ſtatutes of 13 *El. cap.* 5. and 27 *El. cap.* 4. againſt fraudulent conveyances, if a man makes a voluntary feoffment, or other conveyance, without good conſideration, it ſhall be fraudulent againſt a purchaſer for valuable conſideration, or a mortgagee, a judgment or ſtatute-creditor, ſo good concluſions. See the *Statutes*, and *Cro. Jac.* 270, 271, *pl.* 3 They are fraudulent againſt a purchaſor; tho' they are good amongſt themſelves.

Note; Upon a trial, the conſideration of the money paid, for which the judgment or ſtatute was entered into, muſt be proved.

and

and every of them for every by theſe preſents, as alſo for diverſe other good cauſes and conſiderations him the ſaid *A. B.* hereunto moving, he the ſaid *A. B.* hath granted, bargained, ſold, remiſed, releaſed, and for ever quit-claimed and confirmed, and doth by theſe preſents, grant, bargain, ſell, remiſe, releaſe, and for ever quit claim (*a*) and confirm unto the ſaid *J. B.* his heirs and aſſigns, in his actual poſſeſſion now being (*b*) by virtue of one indenture of bargain and ſale for one year thereof made by the ſaid *A. B.* to him the ſaid *J. B.* which ſaid indenture bears date the day next before the day of the date of theſe preſents, and by force and virtue of the ſtatute for transferring of uſes into poſſeſſion, *All* that meſſuage or tenement, and two acres of land, with the appurtenances, ſituate, lying, and being in *G.* aforeſaid, in the ſaid county of *S.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof, together with all ways, paſſages, waters, water-courſes, commons, profits, and appurtenances to the ſame premiſſes, or any part or parcel thereof belonging or in any wiſe appertaining; together alſo with all the eſtate, right, title, intereſt, property, claim, and demand (*c*) whatſoever of him the ſaid *A. B.* of, in and unto the ſaid premiſſes, or any part or parcel thereof; *To have and to hold* the ſaid meſſuage or tenement, lands and premiſſes, before by theſe preſents granted, bargained, ſold, remiſed, releaſed, quit claimed and confirmed, or meant, mentioned, or intended to be herein and hereby granted, bargained, ſold, remiſed, releaſed,

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(*a*) Remiſe, releaſe, and quit claim, are the words uſed by *Littleton, ſect.* 445. It hath been the great wiſdom and prudence of the ſages of our law, to provide, that no poſſibility, right, title, or choſe in action, may be granted or aſſigned to ſtrangers; for that would make multiplicity of ſuits, and great oppreſſion to the people; neither can they be transferred by act in law; but all rights, titles and actions may, by the prudence and policy of the law, be releaſed to the terre-tenant, for the reaſon of his repoſe and quiet, and for avoidance of contentions and ſuits. 10 *Rep.* 48. *a*

(*b*) Whenever a releaſe is made, it is abſolutely neceſſary, that he to whom the releaſe is made be in poſſeſſion of ſome eſtate at the time of the releaſe, *Litt. ſect.* 447.

But if a man occupies as tenant at ſufferance, a releaſe will not enure to him for want of privity. *Litt. ſect.* 461. His being tenant at ſufferance is not good to veſt any eſtate in him for want of privity between them; and a releaſe to him, as to him who had the reverſion, is void, becauſe he had not any poſſeſſion; there being no eſtate in him. And an eſtate cannot be veſted in him in reverſion by this means: for if tenant for life releaſes to him the reverſion, it is void by way of releaſe: and as a ſurrender it cannot paſs for want of apt words. *Cro. Eliz. pl* 1 *Dyer* 251. *pl* 91.

But where a man is in poſſeſſion by virtue of a leaſe at will, there a releaſe ſhall operate by reaſon of the privity between the parties. And it is vain to make an eſtate by livery of ſeiſin to another who hath the poſſeſſion before. *Litt. ſect.* 461, 462.

He that makes a releaſe of lands muſt have an eſtate in himſelf, out of which the eſtate may be derived to the releſſee; and the releſſee is to have an eſtate in poſſeſſion in deed or in law, in the land whereof the releaſe is made as a foundation for the releaſe; there muſt be privity of eſtate between the releſſor and releſſee; and be ſufficient words in law not only to make the releaſe, but alſo to create and raiſe a new eſtate, or the releaſe will not be good *Co. Litt.* 271.

(*c*) Theſe are *Littleton*'s words, and neceſſary to be put in. *Litt. ſect.* 445.

quit-

quit-claimed and confirmed, or meant, mentioned, or intended to be herein and hereby granted, bargained, ſold, remiſed, releaſed, quit-claimed and confirmed; and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof, (*b*) with their and every of their appurtenances, unto the ſaid *J. B* his heirs and aſſigns for ever; to the only uſe and behoof of the ſaid *J. B.* his heirs and aſſigns (*c*) for ever; (*or it may be thus, viz.*) to the releaſee, his heirs and aſſigns for ever, to the uſes, intents and purpoſes herein after mentioned, and to no other uſe, intent or purpoſe whatſoever, *viz.* to the uſe of *A. B* &c. and ſo declare the uſes: *or elſe it may be thus*, To *A. B.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *A. B.* his heirs and aſſigns for ever, in truſt nevertheleſs for the ſaid *C D. Now* if the words, (to the only uſe and behoof of the ſaid *A. B* his heirs and aſſigns for ever) be not in the deed, then the eſtate doth execute by the Statute of Uſes, and the truſt is void

A uſe is not executed by the Statute of Uſes, unleſs the words (to the only uſe and behoof of *A. B.* his heirs and aſſigns for ever), are in the deed, made without conſideration To make a tenant to a *præcipe* the releaſe muſt be made to him and his heirs, to the uſe of him and his heirs for ever.

In a leaſe and releaſe to make a tenant to the *præcipe*, where the releaſe to make the tenant to the *præcipe* is made to *A. B.* and his heirs, *viz.* the tenant to the *præcipe)* it muſt be alſo to the uſe of him the ſaid *A. B.* his heirs and aſſigns for ever: for the releaſee muſt be abſolute tenant of the freehold.

A releaſe that doth enure by way of paſſing an eſtate, &c. may be made upon condition, or with a defeaſance; ſo as the condition be contained in the releaſe, or delivered at the ſame time with it. *Co. Litt.* 236.

And tho' there may be a recital, covenants, warranty, &c. inſerted in this releaſe; yet it is good without any ſuch additions.

Releaſe may be made upon condition. No covenants neceſſary.

(*b*) As it is ſaid before, in the leaſe for a year, theſe words do veſt the reverſion, &c. in him. So that by virtue of the leaſe and releaſe, and ſtatute of Uſes, he may diſtrain, or bring debt for rent, without attornment. *Vide* Pag. 50, 51. This was at the common law: but now attornments are taken away by the ſtatute of 4 & 5 *Annæ*.

(*c*) If I let land for life, or years, and releaſe all the right I have without the word *heirs*, this at the common law is but an eſtate for life; but if I releaſe to him and his heirs, or to him and the heirs of his body, then this is an inheritance. *Litt. ſect.* 465.

(*d*) If theſe words are not in, then there being no uſe declared, it will be to the uſe of the releaſor, as it is in caſe of a *Feoffment*, where if I convey lands which I have on the part of the mother, to *J. S.* and his heirs, without conſideration, the uſe will be void; and the land ſhall again return to me and my heirs on the part of the mother; for the law conſtrues the uſe, the ſame in ſtate and quality as the land was. *Hob.* 31. *Co. Litt.* 13. *a.* 31. *a.* 1 *Rep.* 100. 9 *Rep.* 8. *a. b.* 11. *a. Dyer* 134.

So that a feoffment without conſideration (and the like of any other conveyance) to a man and his heirs, and ſays not to whoſe uſe, it ſhall be to the uſe of the feoffor and his heirs. 9 *Rep.* 8. *a. b.* 11. *a* See 1 *Lutw.* 823.

So where it is to *A. B* his heirs and aſſigns for ever; to the only uſe and behoof of the releaſee, his heirs and aſſigns for ever, in truſt for the ſaid *C. D.* which ſaid *C. D.* muſt be a party to the deed, and a conſideration of 5 *s.* to be paid by the releaſee, and the purchaſe money declared to be paid by *C. D* the party in truſt) If theſe words are not in the deed, then the eſtate doth execute by the Statute of Uſes, and the truſt is void.

A Leaſe for a Year to precede a Leaſe.

Parties.

THIS *Indenture Tripartite* made, &c. *Between A.* &c. of the firſt part, *B.* and *C.* &c. of the ſecond part, and *D.* and *E.* &c. of the third part, *Witneſſeth*, that for and in

Conſideration.

conſideration of 5*s.* a-piece of lawful, &c. to the ſaid *A. B.* and *C.* in hand, &c. by the ſaid *D.* and *E.* well and truly paid, the receipt whereof the ſaid *A. B.* and *C.* do hereby acknowledge, and thereof, &c. the ſaid *A.* and likewiſe the ſaid *B.* and *C.* (at the requeſt, and by and with the conſent, direction and appointment of the ſaid *A.* teſtified by his ſigning and

Grant.

Parcels.

ſealing theſe preſents) *Have*, and each of them *Hath* granted, bargained and ſold, and by theſe preſents *Do*, &c. unto the ſaid *D.* and *E.* their executors, adminiſtrators and aſſigns, *All* that, &c. (Vide tit. *Parcels*);

Habendum.

To have and to hold the ſaid (*manor, meſſuages, mill, cloſes, meadows, lands, tenements, hereditaments*) and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby granted, bargained and ſold, with their and every of their appurtenances, and every part and parcel thereof (except before excepted) unto the ſaid *D.* and *E.* their executors, adminiſtrators and aſſigns, from the ——— day of ——— (*or* from the day next before the day of the date of theſe preſents) for and during, and unto the full end and term of one whole year from thence next enſuing, and fully to be compleat and ended;

Reddendum.

Yielding and paying therefore unto the ſaid *A. B.* and *C.* and the heirs and aſſigns of the ſaid *A.* the rent of one pepper-corn only, at the feaſt of —— next enſuing the date of theſe preſents, if the ſame ſhall be

Intent.

lawfully demanded, *To the Intent* that by virtue of theſe preſents, and of the ſtatute for transferring uſes into poſſeſſion, the ſaid *D.* and *E.* may be in the actual poſſeſſion of the hereby bargained and ſold premiſſes, (*or ſay, of the ſaid ——— as in the* habendum) and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby granted, bargained and ſold, with their and every of their appurtenances, and every part and parcel thereof, and may be enabled to accept and take a grant and releaſe of the reverſion and inheritance thereof to them and their heirs and aſſigns, *To* and for the only proper uſe and behoof of them the ſaid *D.* and *E.* and of their heirs and aſſigns for ever; (*or it may be thus*) *To* ſuch uſes as ſhall be thereby declared. (*a*) *In Witneſs*, &c.

(*a*) *Note*; If the releaſe conſiſt of more than two parts, and be to the uſe of divers perſons, then let the leſſor and leſſee for a year, both of them ſeal ſo many leaſes as there are to be parts of the releaſe, and then ſay, *In Witneſs* whereof all the parties to theſe preſents have to each of theſe indentures ſet their hands and ſeals; and the like for the releaſe, or any other deed of more parts than two.

In

In a Leaſe for a Year to precede a Leaſe by way of Mortgage, ſay,

—— *To the End,* intent and purpoſe, that by force and virtue of theſe preſents, and of the ſtatute made for transferring of uſes into poſſeſſion, he the ſaid *H. J.* may be in the actual poſſeſſion of all and ſingular the hereby bargained and ſold premiſſes, and be thereby the better enabled to take and accept of a grant and releaſe of the freehold of the ſame premiſſes, unto and to the uſe of the ſaid *H J* his heirs and aſſigns, during the lives of them the ſaid *E H.* the mother, and *B. H.* his daughter, and the life of the longeſt liver of them, in ſuch manner as in and by a certain indenture of releaſe by way of mortgage, intended to bear date the day next after the date hereof, and made between the ſame parties as are to theſe preſents, ſhall be mentioned, limited and expreſſed of and concerning the ſame. *In Witneſs,* &c.

A Leaſe for a Year to precede a Releaſe with two Grants.

THIS *Indenture* made, &c. *Between* Sir *J G.* of —— bart. eldeſt ſon and heir of Sir *J. G.* late of —— bart. deceaſed, *F. A.* ſpinſter, one of the daughters and co-heirs of *R. A* otherwiſe *B.* late of —— eſq; deceaſed, of the one part, and *E. M* of —— eſq; and *H. G.* of —— eſq; of the other part, *Witneſſeth,* that for and in conſideration, &c. to the ſaid *F. A.* in hand, &c. by the ſaid *E. M.* and *H. G.* at, &c. the receipt, &c. ſhe the ſaid *F. A.* hath bargained, &c. unto the ſaid *E. M.* and *H. G.* their executors, &c. *All,* &c. *(the parcels releaſed by Mrs.* A.) and the reverſion, &c. *To have,* &c. *Yielding,* &c. to ſuch uſes as ſhall be thereby declared. And *this Indenture further witneſſeth,* that for and in conſideration, &c. the ſaid Sir *J. G.* in hand, &c. by the ſaid *E. M.* and *H. G.* at, &c. the receipt, &c. he the ſaid Sir *J. G.* (party, &c.) *Hath,* &c. bargained, &c. unto the ſaid *L. M.* and *G. H.* their executors, &c. *All,* &c. *(the parcels releaſed by Sir* J. G.) and the reverſion, &c. *To have,* &c. *Yielding,* &c. *(as before). In Witneſs,* &c.

A Releaſe of an Eſtate to a Purchaſer.

THIS *Indenture*, made, *Between R. M.* of, &c. gent. of the one part, and *R. N.* of, &c. of the other part, *Witneſſeth*, that for and in conſideration of, &c. to the ſaid *R. M.* in hand paid by the ſaid *R. N.* at or before the enſealing and delivery of theſe preſents, the receipt whereof, as the full conſideration for the abſolute purchaſe of the meſſuages, &c. herein after mentioned to be granted and releaſed, he the ſaid *R. M.* doth hereby acknowledge, and thereof, &c. and for divers, &c. *He* the ſaid *R. M. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* fully, clearly and abſolutely grant, &c. unto the ſaid *R. M.* (in his actual poſſeſſion now being), by virtue of a bargain and ſale to him thereof made by the ſaid *R. M.* by indenture bearing date the day next before the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture, for the conſideration of 10*s.* therein mentioned, and by force and virtue of the ſtatute for transferring uſes into poſſeſſion, and to his heirs and aſſigns, *All* that, &c. and the reverſion, &c. and all the eſtate, &c. of him the ſaid *R. M.* of, in, to or out of the ſaid meſſuages, &c. and every part and parcel thereof, and all deeds, &c. which the ſaid *R. M.* now hath, or can come by, &c. together with true, &c. copies, &c. *To have and to hold* the ſaid meſſuage, &c. and all and ſingular other the premiſſes hereby granted, &c. or intended ſo to be, with their and every of their appurtenances, unto the ſaid *R. N.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *R. N.* his heirs or aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever; *And*, &c. *Covenants that the releaſor is right owner, and has power to ſell; that the releaſee ſhall peaceably enjoy, free from incumbrances; for further aſſurances to ſuch uſes*, Vide tit. *Covenants.) In Witneſs*, &c.

A Bargain

A Bargain and Sale for a Year to precede a Leaſe.

THIS *Indenture*, made the —— day of —— in the —— year of the reign of —— *Between A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part, *Witneſſeth*, that he the ſaid *A. B.* for and in conſideration of the ſum of five ſhillings of lawful money of *Great Britain* to him in hand paid by the ſaid *C. D.* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, *Hath* granted, bargained and ſold, and by theſe preſents doth grant, bargain and ſell unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, *All* that meſſuage, &c. *(Here mention the premiſſes that are to be ſold)* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes, and every part and parcel thereof, with the appurtenances, *To have and to hold* the ſaid meſſuage, &c. lands, hereditaments and premiſſes above granted, bargained and ſold, and every part and parcel thereof with the appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date hereof, for and during, and until the full end and term of one whole year, from thenceforth next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore one pepper-corn, at or upon the feaſt-day of St. *Michael* next enſuing the date hereof, if the ſame ſhall be lawfully demanded: (*or on the laſt day of the ſaid term, if the ſame ſhall be lawfully demanded*): *To the Intent*, that by virtue of theſe preſents, and by force of the ſtatute made for transferring of uſes into poſſeſſion, he the ſaid *C. D.* may be in the actual poſſeſſion of all and ſingular the ſaid premiſſes above bargained and ſold, with the appurtenances, and be thereby enabled to take and accept of a grant and releaſe of the reverſion and inheritance thereof to him and his heirs, to the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, (*If the releaſe be to truſtees to uſes, ſay*, and be thereby enabled to take and accept of a grant and releaſe of the reverſion and inheritance thereof, to them and their heirs, to, for, and upon ſuch uſes, intents and purpoſes, as in and by the ſaid grant or leaſe ſhall be thereof directed or declared). *In Witneſs*, &c.

A Releaſe

A Releaſe of an Eſtate.

THIS *Indenture*, made, &c. *Between A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part, *Witneſſeth*, that the ſaid *A. B.* for and in conſideration of the ſum of ——— of lawful money of *Great Britain*, to him the ſaid *A. B.* in hand well and truly paid, at or before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof, doth acquit, releaſe, exonerate, and for ever diſcharge the ſaid *C. D.* his heirs, executors and adminiſtrators, and every of them, by theſe preſents, he the ſaid *A. B. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D.* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made, for one whole year, by indenture, bearing date the day next before the day of the date of theſe preſents, and by force of the ſtatute made for transferring of uſes into poſſeſſion), and to his heirs and aſſigns, *All* that meſſuage, *&c.* together with all houſes, out-houſes, edifices, buildings, orchards, gardens, lands, meadows, commons, paſtures, and common of paſture, feedings, woods, underwoods, ways, paths, waters, water courſes, eaſements, profits, commodities, advantages, emoluments and hereditaments whatſoever, to the ſaid meſſuage, &c. belonging or in any wiſe appertaining, or which to and with the ſame now are, or at any times heretofore have been held, uſed, occupied, accepted, reputed, taken or known, as part, parcel, or member thereof, or of any part thereof; *And* the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes, and every part and parcel thereof, with the appurtenances; *And alſo* all the eſtate, right, title, intereſt, property, claim and demand whatſoever, in law or equity, of him the ſaid *A. B.* of, in, and to all and ſingular the ſaid premiſſes above mentioned, and of, in, and to every part and parcel thereof, with the appurtenances; *And alſo* all deeds, evidences and writings, touching or concerning the ſaid premiſſes only, or any part thereof, together with true copies of all other deeds, evidences and writings, which do concern the ſaid premiſſes or any part thereof, jointly with any other lands or tenements, now in the cuſtody or poſſeſſion of him the ſaid *A. B.* or which he can or may get or come by without ſuit in law or equity; the ſame copies to be made, taken or written at the proper coſts and charges of the ſaid *C. D.* his heirs and aſſigns; *To have and to hold* all and ſingular the ſaid meſſuages or tenements, lands, hereditaments and premiſſes, above in and by theſe preſents releaſed and confirmed, and every part and parcel thereof, with the appurtenances, unto the ſaid

And all deeds.

Habendum.

C. D. his heirs or aſſigns, to the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever; *And* the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, grant, promiſe and agree, to and with the ſaid *C. D.* his heirs and aſſigns, that he the ſaid *A. B* at the time of the ſealing and delivery of theſe preſents, is lawfully and rightfully ſeiſed, in his own right, of a good, ſure, perfect, abſolute and indefeaſible eſtate of inheritance in fee ſimple, of and in all and ſingular the ſaid premiſſes abovementioned, with the appurtenances, without any manner of condition, mortgage, limitation of uſe or uſes, or other matter, cauſe or thing whatſoever, to alter, change, charge, or determine the ſame; *And alſo* that he the ſaid *A. B.* hath good right, full power, and lawful and abſolute authority to grant, releaſe, convey and confirm all and ſingular the ſaid meſſuages, &c. hereditaments and premiſſes above granted and releaſed, with the appurtenances, unto the ſaid *C. D.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents; *And alſo* that he the ſaid *C. D.* his heirs and aſſigns, ſhall and may at all times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid meſſuage, &c. hereditaments and premiſſes aforeſaid, with the appurtenances, and every part and parcel thereof, without the lawful let, ſuit, trouble, hindrance, moleſtation, interruption, eviction or diſturbance of him the ſaid *A. B.* his heirs or aſſigns, or of any other perſon or perſons lawfully claiming or to claim, by, from, or under him, them or any of them; *And* that freed and diſcharged, or otherwiſe well and ſufficiently ſaved, kept harmleſs and indemnified, of, from and againſt all former and other gifts, grants, leaſes, mortgages, jointures, dowers, uſes, wills, entails, fines, poſt fines, iſſues, amerciaments, ſeizures, bonds, annuities, writings obligatory, ſtatutes merchant and of the ſtaple, recognizances, extents, judgments, executions, rents and arrearages of rent, and of and from all other charges, eſtates, rights, titles, troubles and incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, made, committed, done or ſuffered by the ſaid *A. B.* or his heirs, or any other perſon or perſons lawfully claiming, or to claim, by, from, or under him, them, or any of them. *And further*, that he the ſaid *A. B.* and his heirs, and all and every other perſon and perſons, and his and their heirs, having or lawfully claiming any eſtate, right, title, or intereſt, of, in, or to the ſaid premiſſes above in and by theſe preſents releaſed and confirmed, or any part thereof, by, from, or under him or them, or any of them, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſts and charges in law, of the ſaid *C. D.* his heirs or aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deviſe and deviſes, conveyance and conveyances, aſſurance and aſſurances in the law whatſoever, for the further, better, and more perfect granting, conveying, releaſing, confirming and aſſuring of all and ſingular the premiſſes aforeſaid, with the appurtenances, and every part and parcel thereof, unto the ſaid *C. D.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns

Covenant that he is lawfully ſeiſed,

and hath power to grant.

For quiet enjoyment.

Free from incumbrances.

For further aſſurance.

aſſigns for ever, as by the ſaid *C. D.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, deviſed and required. *And laſtly*, it is covenanted, granted, concluded and agreed upon, by and between the ſaid parties to theſe preſents, and the true intent and meaning hereof alſo is, and it is hereby declared ſo to be, that all and every fine and fines, recovery and recoveries, aſſurance and aſſurances, conveyance and conveyances in the law whatſoever, already had, made, levied, ſuffered, executed and acknowledged, or at any time hereafter to be had, made, levied, ſuffered, executed and acknowledged, by or between the ſaid parties to theſe preſents, or either of them, or by or between the heirs or aſſigns of the ſaid parties, or either of them, or any other perſon or perſons whotſoever, or any part thereof, either alone or by itſelf, or jointly with any other lands, tenements or hereditaments, *Shall be* and enure, and ſhall be adjudged, deemed and taken to be and enure, as for and concerning all and ſingular the ſaid premiſſes above mentioned, with the appurtenances, to and for the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, and to and for no other uſe, intent or purpoſe whatſoever. *In Witneſs*, &c.

That all fines, &c. ſhall enure to the uſe of the releaſee.

Bargain and Sale for a Year.

THIS *Indenture*, made, &c. *Between J. M.* citizen and bricklayer of *London*, on the one part, and *J. A.* of, &c. *ſen* ſhipwright, on the other part, *Witneſſeth*, that the ſaid *J. M.* for and in conſideration of the ſum of 5 *l* of lawful, &c. to him in hand paid by the ſaid *J. A.* the receipt whereof he doth hereby acknowledge, and for divers other good cauſes and valuable conſiderations him thereunto moving, *Hath* bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *J. A.* his executors, adminiſtrators and aſſigns, *All* that, &c. *To have and to hold* the ſaid piece or parcel of wood-ground, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby bargained and ſold, with their and every of their rights, members and appurtenances, unto the ſaid *J. A* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, unto the full end and term of one whole year, from thence next enſuing and fully to be compleat and ended; *Yielding and paying* therefore unto the ſaid *J. M.* his heirs or aſſigns, the rent of one pepper-corn upon the feaſt-day of St. *Michael* the Archangel now next coming (if lawfully demanded); *To* the intent and purpoſe, that by virtue of theſe preſents, and of the ſtatute for transferring of uſes into poſſeſſion, the ſaid *J. A.* may be in the actual poſſeſſion of the ſaid piece or parcel of wood-ground, or other the premiſſes, with their appurtenances, and be thereby enabled to accept and take a grant and releaſe

Conſideration.

Habendum.

Reddendum.

releaſe of the reverſion and inheritance thereof to him, his heirs and aſſigns for ever, by indenture intended to be made between the ſaid *J. M.* and *L.* his wife, of the one part, and the ſaid *J. A.* of the other part, and to bear date the day next after the day of the date of theſe preſents. *In Witneſs*, &c.

The Releaſe in Fee by Huſband and Wife, with a Covenant to levy a Fine.

THIS *Indenture*, &c. *Between J. M.* citizen and bricklayer of *London*, and *L.* his wife, of the one part, and *S. A.* ſen. of, *&c.* ſhipwright, of the other part, *Witneſſeth*, that for and in conſideration of the ſum of, *&c.* of lawful, *&c.* to the ſaid *J. M.* in hand well and truly paid by the ſaid *S. A.* at and before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *J. M.* doth hereby acknowledge, and thereof and of and from every part and parcel thereof doth acquit, releaſe and diſcharge the ſaid *J. A.* his heirs and aſſigns, by theſe preſents, *He* the ſaid *J. M. Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, releaſe and confirm unto the ſaid *J. A.* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by the ſaid *J. M.* by indenture bearing date the day next before the day of the date of theſe preſents for the term of one year, commencing from the day next before the day of the date of the ſaid indenture, and by force of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs and aſſigns for ever, *All* that piece or parcel of wood ground commonly called, *&c.* heretofore grubbed up and converted into paſture, containing by eſtimation, *&c.* be the ſame more or leſs, ſituate, lying and being, *&c.* and all wood, under-woods, paſſages, eaſements, profits, commons and common of paſture, waters, water-courſes, hedges, ditches, mounds, fences, commodities, emoluments, hereditaments and appurtenances whatſoever, to the ſaid piece or parcel of ground and premiſſes belonging or in any wiſe appertaining, or therewith or with any part or parcel thereof uſually letten, occupied or enjoyed, or accepted, reputed, taken or known to be part, parcel or member thereof, or of any part thereof, and the reverſion or reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſame premiſſes, and of every part and parcel thereof, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, property, profit, claim and demand whatſoever of him the ſaid *J. M.* of, in, or to the ſame, or any part or parcel thereof, together with all deeds, evidences, writings, reſcripts and muniments whatſoever, touching or concerning the premiſſes, or any part or parcel thereof,

Conſideration.

Covenant of releaſe.

Premiſſes.

thereof, which he the ſaid *J. M.* now hath in his hands, power or cuſtody, or which he can or may come by without ſuit in law: *To have and to hold* the ſaid piece or parcel of wood-ground, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted or releaſed, with their and every of their rights, members and appurtenances, unto the ſaid *J. A.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *J. A.* his heirs and aſſigns for ever. *And* the ſaid *J. M.* his heirs, executors and adminiſtrators, the ſaid hereby granted and releaſed premiſſes, and every part and parcel thereof, with their appurtenances, unto the ſaid *J. A.* his heirs and aſſigns, againſt the ſaid *J. M.* his heirs and aſſigns, and all other perſons whatſoever, ſhall and will warrant and for ever defend by theſe preſents. *And* the ſaid *J. M.* for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *L.* his wife, doth covenant, promiſe and agree, to and with *J. A.* his heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *J. M.* and the ſaid *L.* his wife, ſhall and will, at the proper coſts and charges in the law of the ſaid *J. A.* his heirs or aſſigns, before the end of *Eaſter* term next, acknowledge and levy, before his majeſty's juſtices of the court of common pleas at *Weſtminſter*, unto the ſaid *J. A.* and his heirs, one or more fine or fines, *Sur cognizance de droit come ceo*, &c. with proclamations thereupon to be had and proſecuted, according to the form of the ſtatute in that caſe made and provided, and the uſual courſe of ſuch fines, of the ſaid piece or parcel of wood ground, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted and releaſed, with their appurtenances, by ſuch apt and proper name and names, deſcriptions, qualities or quantities, and other certainties, as ſhall be thought requiſite or needful in that behalf; which ſaid fine or fines, ſo as aforeſaid, or in any other manner to be had and levied, and all other fine or fines had or levied, or to be had or levied, by or between the ſaid parties to theſe preſents, or any of them, of or concerning the premiſſes, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken, and is and are hereby declared to be and enure, to the only proper uſe and behoof of the ſaid *J. A* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. *And* the ſaid *J. M.* for himſelf, his heirs, executors and adminiſtrators, and every of them, doth fully covenant, promiſe and agree, to and with the ſaid *J. A.* his heirs and aſſigns, and to and with every of them by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid *J. M.* at the time of ſealing and delivery of theſe preſents, is and ſtandeth lawfully and rightfully ſeiſed of and in the ſaid piece or parcel of wood-ground, and all other the premiſſes herein before mentioned or intended to be hereby granted and releaſed, with their and every of their appurtenances, of a good, ſure, perfect and indefeaſible eſtate of inheritance in fee ſimple to him and his heirs for ever, without any condition, truſt, power of revocation, or limitation of uſe or uſes, or other reſtraint, matter or thing whatſoever, to alter, change, charge, defeat, incumber or make void the ſame. *And* that he the ſaid *J. M.* now hath in himſelf good right, full power, and lawful and abſolute authority, to grant, bargain, ſell, releaſe and confirm the ſaid parcel or piece of wood-ground, and all other the premiſſes above mentioned or intended to be hereby granted and releaſed, with their and

Habendum in fee.

Covenant of warranty.

Covenant to levy a fine of all the premiſſes, to the uſe of the conuſee, his heirs and aſſigns for ever.

Covenant that the conuſor is ſeiſed, &c. in an eſtate of fee-ſimple;

and has full power, &c. to ſell the ſame.

and every of their appurtenances, unto the ſaid *J. A.* his heirs and aſſigns for ever, in manner and form aforeſaid. *And alſo* that the ſaid *J. A.* his heirs and aſſigns, ſhall and lawfully may from time to time, and at all times hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid piece or parcel of wood-ground, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted and releaſed, with their and every of their appurtenances, and receive and take the rents, iſſues and profits thereof, and of every part thereof, to his and their own proper uſe and behoof, without any lawful let, ſuit, trouble, denial, eviction, ejection or interruption of or by the ſaid *J. M.* his heirs or aſſigns, or any other perſon or perſons whatſoever: *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, defended, kept harmleſs and indemnified by the ſaid *J. M.* his heirs, executors and adminiſtrators, of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, joyntures, dowers and tides of dowers, uſes, wills, intents, mortgages, ſtatute merchant and of the ſtaple, recognizances, extents, executions, fines, amerciaments, reliefs, quit-rents, rent-charges, rent-ſeek, annuities, yearly payments, and all arrearages thereof, and all and from all other claims, titles, troubles, charges and incumbrances whatſoever, had, made, committed, done or ſuffered, by the ſaid *J. M.* or any other perſon or perſons whatſoever. *And further*, that he the ſaid *J. M.* and his heirs, and all and every other perſon and perſons, having and lawfully claiming, or which can or may have or lawfully claim, any eſtate, right, title, intereſt, benefit or demand, of, in, to or out of the ſaid piece or parcel of wood-ground, and other the premiſſes herein before mentioned or intended to be hereby granted and releaſed, or any part or parcel thereof, by, from or under him, or them or howſoever, ſhall and will, from time to time, and at all times hereafter, at the reaſonable requeſt, coſts and charges in the law, of the ſaid *J. A.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deed and deeds, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect aſſuring of the ſaid piece or parcel of ground, and other the ſaid hereby releaſed premiſſes, with their and every of their appurtenances, unto the ſaid *J. A.* his heirs and aſſigns for ever, as by the ſaid *J. A.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required, ſo as ſuch further aſſurance or aſſurances contain no further warranty than againſt the perſon or perſons making the ſame, and ſo as the perſon or perſons required to make the ſame be not compelled or compellable to travel further than the cities of *London* and *Weſtminſter*, for the doing thereof. *In Witneſs*, &c.

Covenant for quiet enjoyment,

and that the premiſſes are free from all incumbrances.

Covenant to make further aſſurances, &c.

A Bargain

A Bargain and Sale for a Year, of one Fourth of ſeveral Meſſuages the Whole in four equal Parts to be divided.

Conſideration.

THIS *Indenture*, made, &c. *Between W. M.* of, &c. ge of the one part, and *C. C.* of, &c. eſq; of the other part, *W neſſeth*, that in conſideration of the ſum of five ſhillings of lawful, & to the ſaid *W. M.* in hand at or before the ſealing and delivery of th preſents by the ſaid *C. C.* well and truly paid, the receipt whereof hereby acknowledged, and for divers other good cauſes and conſide tions him hereunto moving, he the ſaid *W. M. Hath* bargained ſold, and by theſe preſents *Doth* bargain and ſell unto the ſaid *C.* one full and equal fourth part, (the whole into four equal parts be divided) of and in all that meſſuage or tenement, with the appur nances, commonly called or known by the name or ſign of, &c. or late in the tenure or occupation of, &c. *And alſo* of and in all meſſuage or tenement, with the appurtenances, commonly called known by the name or ſign of, &c. now or late in the tenure or oc pation of, &c. *And alſo* of and in all thoſe two old ruinous or cayed meſſuages or tenements, with their appurtenances, adjoining gether, one of which was formerly called, &c. and was heretofore the tenure or occupation of, &c. and the other was heretofore in tenure of, &c. all which ſaid meſſuages or tenements and premiſſes ſituate, &c. and alſo one full and equal fourth part of all and ſing other the meſſuages or tenements, toſts, ſoil and ground of or bel ing to him the ſaid *W. M.* or whereof or wherein he hath any eſtat inheritance or freehold in poſſeſſion, reverſion or remainder, with t and every of their appurtenances, ſituate, lying or being, &c. and ways, paſſages, lights, eaſements, profits, advantages and appu nances whatſoever, to the ſaid fourth part of the ſaid ſeveral meſſu or tenements above mentioned, or to any other part of the premi herein before mentioned or intended to be hereby bargained and ſ belonging, or in any ways appertaining, and the reverſion and reve ons, remainder and remainders, rents, iſſues and profits of all and gular the ſame premiſſes, every or any part or parcel thereof: *To h and to hold* the ſaid fourth part of the ſaid ſeveral meſſuages or tenem herein above particularly expreſſed, and all and ſingular other the miſſes herein mentioned or intended to be hereby bargained and with their and every of their rights, members and appurtenances, the ſaid *C. C.* his executors, adminiſtrators and aſſigns, from the next before the day of the date of theſe preſents, for and during unto the full end and term of one year, from thence next enſuing, fully to be compleat and ended; *Yielding and paying* therefore unto

Habendum for the term of one year.

Reddendum of the rent of one pep-

ſaid *W. M.* his heirs or aſſigns, the rent of one pepper-corn only upon the laſt day of the ſaid term (if lawfully demanded) *To the Intent* that by virtue of theſe preſents, and of the ſtatute for transferring uſes into poſſeſſion, the ſaid *C. C.* may be in actual poſſeſſion of all and ſingular the premiſſes herein before mentioned or intended to be hereby bargained and ſold, with the appurtenances, and be thereby enabled to accept and take a grant and releaſe of the reverſion and inheritance thereof, to him and his heirs for ever, by indenture intended to be made between the ſaid *W. M.* and *L.* his wife, of the one part, and the ſaid *C. C.* on the other part, and to bear date the day next after the day of the date of theſe preſents. *In Witneſs*, &c.

per corn only.

To the intent the leſſee may be in poſſeſſion and enabled to take a releaſe in fee of the premiſſes.

A Releaſe in Fee by Huſband and Wife, with a Covenant to levy a Fine.

THIS *Indenture*, made, &c. *Between W. M.* of, &c. gent. and *L.* his wife, of the one part, and *C. C.* of, &c. eſq; of the other part, *Witneſſeth*, that the ſaid *W. M.* for and in conſideration of the ſum of, &c. of lawful, &c. to him in hand at or before the ſealing and delivery of theſe preſents by the ſaid *C. C.* well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, releaſe and diſcharge the ſaid *C. C.* his executors, adminiſtrators and aſſigns, by theſe preſents, he the ſaid *W. M. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. C.* in his actual poſſeſſion now being, by virtue of a indenture of bargain and ſale, bearing date the day next before the day of the date of theſe preſents, to him made by the ſaid *W. M.* in conſideration of 5 *s.* by him paid to the ſaid *W. M.* for the term of one year, commencing from the day next before the day of the date of the ſame indenture, and of the ſtatute for transferring uſes into poſſeſſion, and to his heirs, *All* that, &c. and alſo all the part, property, claim, eſtate, right, title, intereſt, uſe, truſt, benefit and equity of redemption, claim and demand whatſoever of him the ſaid *W. M.* of, in, to or out of the ſame premiſſes, every or any part or parcel thereof in any wiſe howſoever, together with all deeds, evidences and writings touching or concerning the ſame premiſſes, or any part thereof alone, which now the ſaid *W. M.* now hath in his cuſtody or power, or can or may come by without ſuit in law, and true copies of all other ſuch as concern the premiſſes jointly with any other lands or tenements, to be made at the charge of the ſaid *C. C.* his heirs or aſſigns, *To have and to hold* the ſaid fourth part of the ſaid meſſuages or tenements, and all and ſingular other the premiſſes herein before mentioned or intended to be thereby releaſed or confirmed, and every part and parcel thereof, with their

Conſideration.

Covenant of releaſe in fee.

and to deliver all writings, &c.

Habendum, to the releſſee in fee.

their and every of their rights, members and appurtenances, unto the ſaid *C. C.* his heirs and aſſigns for ever. *To* the only proper uſe and behoof of the ſaid *C. C.* his heirs and aſſigns for ever. *And* the ſaid *W. M.* for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *L.* his wife, doth covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs and aſſigns, by theſe preſents, that he the ſaid *W. M.* and the ſaid *L.* his wife, ſhall and will, at the proper coſts and charges of the ſaid *C. C.* his heirs and aſſigns, before the end of *Trinity* term next, acknowledge and levy, before his majeſty's juſtices of the court of common pleas at *Weſtminſter*, unto the ſaid *C. C.* and his heirs, one or more fine or fines, *Sur Conuſance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the ſtatute in that caſe made and provided, of the ſaid fourth part of the ſaid ſeveral meſſuages, tenements, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby releaſed or confirmed, with their appurtenances, by ſuch apt and proper names, deſcriptions, qualities, quantities or other certainties, as ſhall be thought requiſite or needful in that behalf; which ſaid fine or fines, ſo as aforeſaid or in any other manner to be had and levied, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken, and is and are hereby declared, by and between all the ſaid parties to theſe preſents, to be and enure to the only proper uſe and behoof of the ſaid *C. C.* his heirs and aſſigns for ever, and to or for no other uſe, intent or purpoſe whatſoever. *And* the ſaid *W. M.* for himſelf, his heirs, executors and adminiſtrators, doth further covenant, promiſe and agree, to and with the ſaid *C. C.* his heirs and aſſigns, by theſe preſents, in manner and form following (that is to ſay) that he the ſaid *W. M.* now is and ſtands lawfully and rightfully ſeiſed of the ſaid fourth part of the ſaid ſeveral meſſuages or tenements, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby releaſed, and every part or parcel thereof, with the appurtenances, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, limitation, or other matter or thing to alter, change, charge or defeat the ſame, and that he now hath in himſelf good right and lawful authority to bargain, ſell, releaſe and confirm the ſame, and every part and parcel thereof, with their appurtenances, unto the ſaid *C. C.* his heirs and aſſigns, in manner and form aforeſaid. *And alſo*, that the ſaid fourth part of the ſaid meſſuages or tenements, and all and ſingular other the premiſſes, with their appurtenances, now are and be, and ſo from henceforth from time to time, and at all times hereafter, ſhall be, remain and continue unto the ſaid *C. C.* his heirs and aſſigns, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by him the ſaid *W. M.* his heirs, executors or adminiſtrators, well and ſufficiently ſaved, kept harmleſs and indemnified of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, jointures, dowers, mortgages, recognizances, ſtatutes, judgments, extents, titles, troubles, charges and incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered, or to be had, made, committed, done, or wittingly or willingly ſuffered by him the ſaid *W. M.* or any perſon or perſons lawfully claiming or to claim by, from or under him, or by or with his act, means, conſent, neglect,

Covenant to levy a fine of the premiſſes.

to the uſe of the conuſee, his heirs and aſſigns for ever.

Covenant that the bargainor is lawfully ſeiſed, &c.

and hath full power to ſell, &c.

Covenant that the premiſſes are free from all incumbrances.

neglect, default, privity or procurement. *And laſtly*, that he the ſaid *W. M.* his heirs, executors and adminiſtrators, and the ſaid *L.* his wife, and all and every other perſon and perſons lawfully claiming or to claim by eſtate, &c. (*The Covenant for further aſſurance.*) *In Witneſs* hereof, &c.

A Leaſe for a Year, of a Rectory and other Lands, with Exceptions.

THIS *Indenture* made, &c. *Between G. C.* of, &c. gent. of the one part, and *S. R.* citizen and cook, of *London*, and *R. B.* &c. clothworker, of the other part, *Witneſſeth*, that the ſaid *G. C.* and in conſideration of five ſhillings of lawful money of *Great Bri-* to him in hand paid at or before the ſealing and delivery of theſe ents, by the ſaid *S. R.* and *R. B.* the receipt whereof is hereby ac-wledged, *Hath* bargained, ſold and demiſed, and by theſe preſents bargain, ſell and demiſe unto the ſaid *S. R.* and *R. B. All* that the ory or parſonage impropriate of the church of, &c. and all manner tithes and tenths unto the ſaid rectory or parſonage belonging or in wiſe appertaining; *And alſo* all that the capital meſſuage, ſcite and lands of the rectory aforeſaid, and all thoſe lands and tenements d, &c. *And alſo* all that the manor belonging to the ſaid rectory of, *And alſo* all thoſe two parcels of paſture and arable lands, called nown by the name of, &c. with the appurtenances, containing by nation, &c. *And* all thoſe parcels of lands called, &c. *Which* ſaid before mentioned two parcels of paſture and arable land, containing, and the ſaid parcels of land, called, &c. were ſometime hereto- parcel of the glebe lands belonging to the ſaid rectory; *And alſo* thoſe ſeveral pieces of land called, &c. lying and being, &c. afore-, and all that meſſuage or tenement called, &c. and all houſes, s and yards thereunto belonging, *And alſo* all thoſe cloſes and par- land called, &c. containing by eſtimation, &c. be the ſame more ſe, ſituate, lying and being, &c. *And alſo* that meſſuage or tenement, the appurtenances, and the ſeveral lands and tenements formerly the tenure and occupation of, &c. his under-tenants or aſſigns; all ch ſaid premiſſes are or late were in the ſeveral tenures or occupa- of, &c. their or ſome one of their under-tenants or aſſigns, ſituate being, &c. aforeſaid, with their and every of their rights, members appurtenances; together with all and ſingular the houſes, build-, yards, gardens, lands, grounds, woods, underwoods, liberties, ges, royalties, ways, waters, eaſements, commons, profits, com- s, hereditaments and advantages whatſoever to the ſaid premiſſes, every or any part or parcel thereof, belonging or in any wiſe ap- ning: *And alſo* all and ſingular other the manors, rectory, parſon- impropriate, glebe-lands, tithes, meſſuages, lands, tenements and hereditaments

Conſideration.

Recital of the premiſſes.

hereditaments whatſoever, with their and every of their rights, members and appurtenances, ſituate and being, &c. which in and by certain indentures of leaſe and releaſe, the leaſe bearing date on or about the firſt day of, &c. and the releaſe the ſecond day of, &c. and made between *R. D.* of, &c. eſq; and *E.* his wife, of the one part, and the ſaid *G. C.* of the other part, and by fine levied by the ſaid *R. D.* and *E.* his wife, purſuant to a covenant or agreement for that purpoſe contained in the ſaid indenture of releaſe, or otherwiſe were conveyed by the ſaid *R. D.* and *E.* his wife to the ſaid *G. C.* and his heirs, and the reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the premiſſes herein before mentioned or intended to be hereby bargained, ſold or demiſed, and of every part and parcel thereof, with their and every of their appurtenances; *Except* and always reſerved out of this preſent bargain and ſale unto and for the ſaid *G. C.* his heirs and aſſigns, all that meſſuage, tenement or farm, with the barn, ſtable and cow-houſe, and the ſeveral pieces or parcels of land thereunto belonging, with the appurtenances, containing, &c. be the ſame more or leſs, now or late in the tenure or occupation of, &c. being parcel of the ſaid hereby bargained premiſſes, and ſituate, &c. abutting upon the lands belonging to the manor of, &c. towards the Eaſt, and upon the lands now or late in the tenure or occupation of, &c. towards the Weſt, and upon lands belonging, &c. towards the North: *And alſo* all that meſſuage or tenement, with the land thereto belonging, containing by eſtimation, &c. be the ſame more or leſs, ſituate, &c. ſometime in the tenure or occupation of, &c. being other parcel of the ſaid hereby bargained premiſſes, *And alſo* all that parcel of land with the appurtenances, containing by eſtimation, &c. ſituate, &c now or late in the tenure or occupation, of, &c. being farther part of the ſaid hereby bargained premiſſes, and alſo all ways, paſſages, waters, commons, paſtures, feedings, privileges, advantages and appurtenances whatſoever, to the ſaid meſſuages, or tenements and lands laſt before mentioned to be now or late in the tenures or occupations of, &c. or either of them, in any wiſe belonging or appertaining; *And alſo* except out of this preſent bargain and ſale, unto and for the ſaid *G. C.* his heirs and aſſigns, all ſuch timber, and ſo many of the timber trees now ſtanding or growing in or upon the ſaid hereby bargained premiſſes, as ſhall be cut down and diſpoſed of by the ſaid *G. C.* his heirs or aſſigns, within the ſpace of two years next enſuing the date of theſe preſents, purſuant to the liberty and power for that purpoſe given, limited and appointed in and by a certain indenture *quinquepartite* intended to be made between the ſaid *G. C.* of the firſt part, *R. F.* of *London*, merchant, of the ſecond part, *T. D.* citizen and haberdaſher of *London*, of the third part, *W. C.* of, &c of the fourth part, and *J. W.* and *J. L.* of, &c. gent. of the fifth part, and to bear date the day next after the date of theſe preſents; *To have and to hold* the ſaid rectory or parſonage impropriate, tithes, manor, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby bargained, ſold or demiſed, with their and every of their rights, members and appurtenances, (except as before excepted) unto the ſaid *S. R.* and *R. B.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during the term of one whole year, from thence next following, and fully to be compleat and ended, *Yielding and paying* therefore

Exceptions of ſeveral meſſuages, &c.

Exception of a parcel of land.

Exception of timber, &c.

Habendum.

Reddendum.

delivere unto the ſaid *G. C.* his heirs or aſſigns, the rent of one pepper corn only, on the laſt day of the ſaid term, if the ſame ſhall be demanded: *To the Intent and Purpoſe*, that by virtue of theſe preſents, and of the ſtatute for transferring uſes into poſſeſſion, the ſaid *S. R.* and *R. B.* may be in the actual poſſeſſion of the ſaid hereby bargained and aſſigned premiſes with their appurtenances, (except as before excepted) and may thereby be enabled to take a grant or releaſe of the reverſion and inheritance thereof to them and their heirs by indenture *tripartite*, intended to be made between the ſaid *G. C.* and *A.* his wife, of the firſt part, and the ſaid *W. C.* of the ſecond part, and the ſaid *S. R.* and *R. B.* of the third part, and to bear date the day next after the day of the date of theſe preſents, to ſuch uſes, intents and purpoſes, as ſhall be mentioned and expreſſed in the ſaid indenture. *In Witneſs*, &c. Declaration of the intent, &c.

A Releaſe of the Rectory, and other Lands, with Exceptions, in Truſt to raiſe an Annuity in Fee, with further Uſes.

THIS *Indenture, Tripartite*, made, &c. *Between G. G.* of, &c. gent. and *A.* his wife, of the firſt part, *W. C.* citizen and haberdaſher of *London*, of the ſecond part, and *S. R.* and *R. B.* of, &c. gent. of the third part, *Witneſſeth*, that for and in conſideration of the ſum of, &c. to the ſaid *G. C.* in hand, at or before the ſealing and delivery of theſe preſents, by the ſaid *W. C.* well and truly paid and told, the receipt whereof he the ſaid *G. C.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof doth acquit, releaſe and diſcharge the ſaid *W. C.* his heirs, executors and adminiſtrators, for ever, by theſe preſents, (which ſaid ſum of, &c. is part of the ſum of, &c. mentioned in a certain indenture *quinquepartite*, bearing even date with theſe preſents, and made between the ſaid *G. C.* of the firſt part, *R. F.* of, &c. merchant, on the ſecond part, *T. D.* of *London*, haberdaſher, of the third part, the ſaid *W. C.* on the fourth part, and *J. W.* of, &c. gent. and *J. W.* of, &c. gent. and *J. L.* citizen and haberdaſher of *London*, on the fifth part, to be paid to the ſaid *R. F.* and *G. C.* by the ſaid *W. C.* as part of the conſideration for the making of the ſaid indenture, and alſo paid in conſideration of five ſhillings of like lawful money to the ſaid *G. C.* in hand well and truly paid by the ſaid *S. R.* and *R. B.* or one of them, the receipt whereof he doth hereby acknowledge the ſaid *G. C.* at the requeſt, and by the directions of the ſaid *W. C.* teſtified by his being a party to, and his ſigning and ſealing of theſe preſents, *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm, unto the ſaid *S. R.* and *R. B.* (in their actual poſſeſſion now by virtue of a bargain and ſale to them thereof made by the ſaid *G. C.* by indenture bearing date the day next before the day of the date Conſideration. Covenant of releaſe of the preceding leaſe for a year.

of theſe preſents, for one year commencing from the day next before the date of the ſaid indenture, in conſideration of the ſum of five ſhillings paid to the ſaid *G. C.* by the ſaid *S. R.* and *R. B.* and by force of the ſtatute for transferring uſes into poſſeſſion) and to their heirs and aſſigns, all that the rectory or parſonage of, *&c.* and all and ſingular the premiſſes, with the appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes, and every part and parcel thereof, and alſo all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, inheritance, claim and demand whatſoever, of him the ſaid *G. C.* of, in, to or out of the ſame, and every or any part or parcel thereof, in any wiſe howſoever, together with all and ſingular the deeds, evidences, and writings relating to the ſaid premiſſes, which are particularly mentioned in the ſchedule hereunto annexed, and alſo all other deeds, evidences and writings, touching or concerning the ſaid premiſſes, or any part or parcel thereof, which he the ſaid *G. C.* now hath in his cuſtody, or can or may come by without ſuit in law; *Except* and always reſerved out of this preſent releaſe, unto and for the ſaid *G. C.* his heirs and aſſigns, all that meſſuage, tenement or farm, with the barn, ſtable and cow houſe, and the ſeveral pieces or parcels of land thereunto belonging, with their appurtenances, containing by eſtimation, *&c.* (be the ſame more or leſs) now or late in the tenure or occupation of *J. R.* being parcel of the ſaid hereby bargained and releaſed premiſſes, ſituate, *&c. And alſo* all that meſſuage or tenement, with the land thereunto belonging, containing, *&c.* (be the ſame more or leſs) ſituate, *&c.* ſometime in the poſſeſſion or occupation of *J. S.* and now or late of the ſaid *J. R.* being other parcel of the ſaid hereby bargained and releaſed premiſſes; *And alſo* all that parcel of land, with the appurtenances containing by eſtimation, *&c.* (be the ſame more or leſs) ſituate, *&c.* now or late in the tenure or occupation of *W. S.* being further parcel of the ſaid hereby bargained and releaſed premiſſes, and alſo all ways, paſſages, waters, commons, paſtures, feedings, privileges, advantages and appurtenances whatſoever, to the ſaid meſſuages or tenements, and lands herein before laſt mentioned to be now or late in the tenures or occupations of *J. R.* and *W. S.* or either of them, in any wiſe belonging or appertaining; *And alſo except* and reſerved out of this preſent grant and releaſe unto and for the ſaid *G. C.* his heirs and aſſigns, all ſuch timber, and ſo many of the timber trees now ſtanding or growing in or upon the ſaid hereby releaſed premiſſes, as ſhall be cut down and diſpoſed of by the ſaid *G. C.* his heirs or aſſigns, within the ſpace of two years next enſuing the date of theſe preſents, purſuant to the liberty and power for that purpoſe given, limited and appointed, in and by the above mentioned indenture *quinquepartite*, bearing even date with theſe preſents; *To have and to hold* the ſaid rectory or parſonage impropriate, tithes, manors, lands tenements and hereditaments, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby bargained, ſold or releaſed, with their and every of their rights, members and appurtenances (except as before excepted) unto the ſaid *S. R.* and *R. B.* their heirs and aſſigns, to and for the ſeveral uſes, intents and purpoſes herein after mentioned and expreſſed; (that is to ſay) to the uſe, intent and purpoſe, that the ſaid *W. C.* his heirs and aſſigns, ſhall and may yearly have, receive, take and enjoy, to his and their own proper uſe and be-

Exception of the firſt meſſuage.

Exception of the ſecond meſſuage.

Exception of the parcel of land.

Exception of the timber, *&c.*

Habendum, in truſt to raiſe an annuity to be paid quarterly, *&c.*

heof for ever, one annuity or yearly rent-charge of, &c. of lawful, &c. to be yearly iſſuing and going out of and chargeable upon all and ſingular the ſaid hereby bargained and releaſed premiſſes, with their appurtenances, (except as before excepted) and to be paid at the four moſt uſual feaſts or days of payment in the year; (that is to ſay) the feaſts of St. *Michael* the archangel, the birth of our Lord Chriſt, &c. by even and equal portions without any deduction, defalcation or abatement whatſoever, for or by reaſon of any taxes, charges, or aſſeſſments, ordinary or extraordinary, by authority of parliament or otherwiſe howſoever, which are or ſhall be rated, taxed, charged or aſſeſſed upon the ſaid hereby releaſed premiſſes, or any part thereof, or the ſaid annuity, or any part thereof, or upon the ſaid *W. C.* his heirs or aſſigns, for or in reſpect thereof, or for any other matter, cauſe or thing whatſoever; the firſt payment thereof to begin and to be made on the feaſt day of, &c. enſuing the date hereof: *And alſo* to the intent and purpoſe, that Covenant, for a *nomine pœnæ*, in caſe of failure of payment. if it ſhall happen the ſaid annuity or yearly rent charge, of, &c. or any part thereof, ſhall be behind or unpaid, in part or in the whole, by the ſpace of thirty days next after any of the ſaid feaſts or days of payment at which the ſame ought to be paid as aforeſaid, that then, in every or any ſuch caſe, the ſaid *W. C.* his heirs and aſſigns, ſhall or lawfully may have, take and receive the ſum of, &c. for every thirty days afterwards, wherein the ſaid annuity or yearly rent charge, or any part thereof, ſhall be behind and unpaid to him or them (*nomine pœnæ*) to be forfeited, loſt and unpaid by ſuch perſon or perſons, as from time to time ought to pay the ſaid annuity or yearly rent-charge: *And alſo* to the farther intent and purpoſe, that when and ſo often as the ſaid annuity or yearly-rent-charge of, &c. or any part thereof, or any of the ſaid ſum or ſums of, &c. which ſhall become forfeited or loſt by reaſon of non-payment of the ſaid annuity or yearly rent-charge as aforeſaid, or any part thereof, ſhall be behind, unpaid, or in arrear, it ſhall and may be lawful to and for the ſaid *W. C.* his heirs and aſſigns, into and upon the ſaid rectory or parſonage impropriate, tithes, manor, lands, tenements, hereditaments and premiſſes herein before mentioned or intended to be hereby bargained, ſold or releaſed, and every part and parcel thereof, with their appurtenances, (except as before excepted) at his or their will and pleaſure, to enter and diſtrain for the ſame, and every or any part thereof, and all arrearages thereof; and the diſtreſs and diſtreſſes there and there found to take, lead, drive, carry away or impound, and the ſame to detain and keep, until the ſame annuity or yearly rent-charge &c. and all arrearages thereof, and the ſaid ſum or ſums of money, which ſhall be forfeited as aforeſaid, (if any there ſhall be) and every part thereof, together with the charges of ſuch diſtreſs or diſtreſſes, ſhall be lawfully paid and ſatisfied, or otherwiſe to ſell and diſpoſe of the ſaid diſtreſs or diſtreſſes, according to the direction of the late act or act of parliament in that behalf made, for or towards payment and ſatisfaction of the ſaid annuity or yearly rent-charge, and the ſaid forfeitures and charges of ſuch diſtreſs or diſtreſſes: *And* as for and concerning all and ſingular the reſt of the ſaid rectory, parſonage, tithes, manors, lands, tenements, hereditaments and premiſſes herein before mentioned, or intended to be hereby bargained, ſold or releaſed, with their appurtenances (except as before excepted) charged and chargeable nevertheleſs, with and ſubject to the ſaid annuity or yearly rent charge of, &c. and to diſtrain for the ſame, and to ſell the diſtreſs, &c. And the reſt of the premiſſes to remain to the uſe of the releaſee.

Covenant for payment of the ſaid annuity, *nomine pœnæ*, &c.

&c. and the proviſions and remedies herein before mentioned and appointed, for the better ſecuring the payment thereof, to the uſe and behoof of the ſaid *G. C.* his heirs and aſſigns for ever: *And* the ſaid *G. C.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *W. C.* his heirs and aſſigns, in manner and form following; (that is to ſay) that he the ſaid *G. C.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter for ever, well and truly pay or cauſe to be paid unto the ſaid *W. C.* his heirs and aſſigns, the ſaid annuity or yearly rent charge of, &c. of lawful money of *Great Britain*, as the ſame ſhall become due and payable, by virtue of theſe preſents, without any deduction, defalcation or abatement whatſoever as aforeſaid, together with ſuch ſum or ſums of money, as ſhall from time to time become forfeited as aforeſaid, by reaſon of the non-payment of the ſaid annuity or yearly rent-charge, according to the true intent and meaning of theſe preſents: *And* that the ſaid rectory or parſonage impropriate, tithes, manor, lands, tenements, hereditaments, and all other the premiſſes herein before mentioned or intended to be hereby bargained, ſold or releaſed, with their and every of their appurtenances, and the rents, iſſues and profits thereof, now are, and ſo from time to time, and at all times for ever hereafter ſhall remain, continue and be liable to the ſaid annuity or yearly rent charge of, &c. and the ſaid *nomine pœnæ*, and to the diſtreſs and diſtreſſes of the ſaid *W. C.* his heirs and aſſigns for the ſame, and the arrearages thereof as aforeſaid: *And* that if any taxes, charges or aſſeſſments, ſhall be laid, taxed or aſſeſſed on the ſaid annuity or any part thereof, or the ſaid *W. C.* his heirs or aſſigns, for or in reſpect thereof, or any part thereof, he the ſaid *G. C.* his heirs, executors, adminiſtrators and aſſigns, ſhall and will from time to time bear, pay and diſcharge the ſame: *And further*, that he the ſaid *G. C.* at and immediately before the ſealing and delivery of theſe preſents, is the ſole, true and lawful owner and proprietor of all and ſingular the ſaid premiſſes herein before mentioned, or intended to be hereby bargained, ſold, or releaſed with their appurtenances, and is and ſtands ſolely, lawfully and rightfully ſeiſed thereof, and of every part and parcel thereof, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, limitation, uſe, truſt, proviſo, power of revocation, or any other reſtraint, matter or thing whatſoever, to alter, change, determine, impeach or make void the ſame: *And alſo*, that he the ſaid *G. C.* now hath in himſelf good right, full power, and lawful and abſolute authority, to grant, bargain, ſell, releaſe and convey all and ſingular the ſaid premiſſes, with their appurtenances, (except as before excepted) unto the ſaid *S. R.* and *R. B.* their heirs and aſſigns, to and for the uſes, intents and purpoſes herein before mentioned; and in manner and form aforeſaid; *And further*, that the ſame premiſſes, and every part and parcel thereof, with their appurtenances, (except as before excepted) now are, and from henceforth for ever hereafter ſhall remain, continue, and be to the uſes, intents and purpoſes herein before mentioned and expreſſed, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, kept harmleſs and indemnified by him the ſaid *G. C.* his heirs or aſſigns, or ſome of them, of, from and againſt all and all manner

And that the premiſſes ſhall remain liable to the payment of the ſaid annuity, &c.

Covenant, that the releſſee ſhall pay all taxes, &c.

And that the releſſor is lawfully ſeiſed, &c.

And hath power to ſell, &c.

Covenant that all the premiſſes are and ſhall remain free from all manner of incumbrances.

manner of former and other gifts, grants, bargains, ſales, joinctures, the dower of the ſaid *A.* the wife of the ſaid *G. C.* and all other dowers and titles of dower, uſes, wills, intails, mortgages, judgments, ſtatutes merchant and of the ſtaple, fines, recognizances, amerciaments, reliefs, quit rents, rents-charges, rents-ſeck, annuitants, yearly payments, and all arrearages thereof, and of, from and againſt all other eſtates, titles, troubles, charges, incumbrances, claims and demands whatſoever, had, made, committed, done, or wittingly or willingly ſuffered by them the ſaid *G. C. R. D.* and *E.* his wife, *E. P.* eſq; deceaſed, father of the ſaid *E.* and *J. P.* eſq; deceaſed, uncle of the ſaid *E. P.* or any of them, or which ſhall or may be aſked, claimed, or demanded by any perſon or perſons lawfully claiming or to claim, by from or under them or any of them, or by, through, with or under their or any of their act, means, conſent, knowledge, privity, default or procurement in any wiſe however; *Except* the remainder of a term of five hundred years granted by the ſaid *T. D.* and *E.* his wife to *J. R.* eſq; of and in the ſaid hereby releaſed and excepted premiſſes by way of mortgage, by indenture bearing date on or about, *&c.* and by fine levied by the ſaid *R. D.* and *E.* his wife, for corroborating the ſaid term: *And alſo except* the remainder of a term of 1000 years granted of and in the ſame premiſſes, by the ſaid *G. C.* to the ſaid *E. D.* after the ſaid *G. C* had purchaſed the inheritance of the premiſſes from the ſaid *R. D.* and *E.* his wife, by way of mortgage alſo, by indenture bearing date, *&c.* and which remainders of the ſaid two terms of 500 years and 1000 years, are by indenture *quinquepartite*, bearing even date with theſe preſents, and made between the ſaid *G. C.* on the firſt part, *B. F.* of, *&c.* on the ſecond part, and *T. D.* citizen and haberdaſher of *London* on the third part, the ſaid *W. C.* on the fourth part, and *J. W. &c.* gent. on the fifth part, aſſigned or intended to be aſſigned to the ſaid *J. W.* and *J. L.* their executors and adminiſtrators, *In Truſt* to permit the ſaid *W. C.* his heirs and aſſigns, to receive and take the ſaid annuity or yearly rent-charge of, *&c.* and to make uſe of ſuch remedies as are herein before appointed, for the better ſecuring the payment thereof, and upon ſeveral other ſpecial truſts therein particularly expreſſed; and after the diſcharge of thoſe truſts, then in truſt for the ſaid *G. C.* his heirs and aſſigns, and to attend and wait upon the freehold and inheritance of the ſaid premiſſes: *And* the ſaid *G. C.* for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *A.* his wife, doth covenant, promiſe and agree, to and with the ſaid *S. R.* and *R. B.* their heirs and aſſigns, that they the ſaid *G. C.* and *A.* his wife ſhall and will, as of *Trinity* term laſt, or before the end of *Michaelmas* term next enſuing the date of theſe preſents, in due form of law, at his or their charge, acknowledge and levy, or cauſe or procure to be acknowledged and levied unto the ſaid *S. R.* and *J. L.* and the heirs of one of them, one fine *Sur conuſance de droit come ceo*, &c. with proclamations to be thereupon had and levied, according to the ſtatute in that caſe made and provided, and the uſual courſe of fines, of the ſaid rectory or parſonage impropriate, tithes, manor, lands, tenements, hereditaments, and all other the premiſſes herein before mentioned or intended to be hereby bargained, ſold or releaſed, and every of their appurtenances (except as herein before is excepted) by ſuch name or names, quantities, qualities and numbers of acres, or other certainties as ſhall be

Except the remainder of a term of 500 years granted by way of mortgage

Except likewiſe the remainder of a term of 1000 years.

Which ſaid terms are aſſigned in truſt to ſecure the payment of the ſaid annuity.

Covenant to levy a fine of all the premiſſes.

Which ſaid fine ſhall enure only to the uſes above mentioned.

be thought proper on that behalf, which ſaid fines ſo as aforeſaid, or in any manner to be had and levied, and all and every other fine and fines already had and levied, or to be had and levied, of the ſaid hereby releaſed premiſſes, or any part thereof, to which the ſaid parties to theſe preſents, or any of them, is, are and ſhall be parties or privy, ſhall be and enure, and ſhall be deemed, adjudged, and taken to be and enure, and is and are declared and agreed, by all the ſaid parties to theſe preſents, to be and enure; *To* and for the ſeveral uſes, intents and purpoſes herein before mentioned and expreſſed, and to and for no other uſe, intent or purpoſe whatſoever: *And* that the ſaid *G. C.* and *A.* his wife, and their heirs, and all and every other perſon or perſons, having or lawfully claiming, or which can or may lawfully have or claim, any eſtate, right, title, intereſt, benefit, claim or demand of, in, to or out of the ſaid premiſſes, or any part or parcel thereof, (except as before excepted) by, from or under, or in truſt for them or either of them, or the ſaid *R. D.* and *E.* his wife, or the ſaid *E. P.* and *J. P.* deceaſed, or any of them, ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, and at the coſt and charges in the law, of the ſaid *W. C.* his heirs or aſſigns, make, do, ſuffer, acknowledge, levy and execute, or cauſe or procure to be made, done, ſuffered, acknowledged, levied and executed, all and every ſuch further and other lawful and reaſonable acts, matters and things, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect aſſuring and conveying of all and ſingular the ſaid hereby releaſed premiſſes, and every part and parcel thereof, with their appurtenances (except as before excepted) to and for the ſeveral uſes, intents and purpoſes herein before particularly mentioned and expreſſed, as by the ſaid *W. C.* his heirs or aſſigns, or by his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required, ſo as ſuch further aſſurances contain no further or other covenant or warranty than againſt the acts of the perſon or perſons making the ſame, and ſo as the perſon or perſons, who are to make the ſame, be not compelled or compellable to travel farther than the cities of *London* or *Weſtminſter* for the doing thereof: *And laſtly*, the ſaid *W. C.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and agree, to and with the ſaid *G. C.* his heirs and aſſigns, by theſe preſents, that he the ſaid *W. C.* his heirs and aſſigns, or ſome of them, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſts and charges, of the ſaid *G. C.* his heirs and aſſigns, produce and ſhew forth, or cauſe to be produced and ſhewn forth unto him the ſaid *G. C.* his heirs or aſſigns, or his or their counſel learned in the law, or in any court or courts of law or equity, or elſewhere, all and ſingular the deeds, evidences and writings particularly mentioned and expreſſed in the ſaid ſchedule hereunto annexed, and alſo the above mentioned indenture *quinquepartite*, when and as often as occaſion ſhall be or require, for the better and more clear manifeſtation, juſtifying and defending of the right and title of the ſaid *G. C.* his heirs or aſſigns, to the ſaid hereby bargained and releaſed premiſſes, or the premiſſes herein before mentioned and intended to be excepted out of this preſent releaſe, or any part or parcel thereof, ſafe, whole and uncancelled, (accidents by fire or other unavoidable accidents whereby the ſame may happen to be damaged, deſtroyed or loſt, only excepted) *In Witneſs*, &c.

Covenant to make further aſſurance.

Covenant to produce all deeds, &c. relating to the premiſſes.

A Leaſe

A Leaſe for a Year, if Leſſor ſo long live.

THIS *Indenture*, made &c. *Between E. C.* of *London*, widow, of the one part, and *R. F.* citizen and embroiderer of *London*, of the other part, *Witneſſeth*, that the ſaid *E. C.* for and in conſideration of the ſum of five ſhillings of lawful money, of, *&c.* to her in hand paid by the ſaid *R. C.* at or before the ſealing and delivery of theſe preſents, the receipt whereof ſhe doth hereby acknowledge, and for divers other good cauſes and conſiderations her hereunto moving, *Hath* bargained, ſold and demiſed, and by theſe preſents doth bargain, ſell and demiſe, unto the ſaid *R. F.* all that meſſuage or tenement *(prout* in leaſe, *uſque* and all the eſtate*)* *To have and to hold* the ſaid meſſuage or tenement, piece or parcel of land, and all and ſingular other the premiſes herein before mentioned or intended to be hereby bargained and ſold, with their and every of their rights, members and appurtenances, unto the ſaid *R. F.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, unto the full end and term of one whole year from thence next enſuing, and fully to be compleat and ended, if the ſaid *E. C.* ſhall ſo long live; *Yielding and paying* therefore unto the ſaid *E. C.* or her aſſigns, the rent of one pepper-corn upon the feaſt-day of St. *Michael* the archangel now next enſuing, (if lawfully demanded): *To the Intent*, that by virtue of theſe preſents, and of the ſtatute for transferring uſes into poſſeſſion, the ſaid *R. F.* may be in the actual poſſeſſion of the ſaid meſſuage or tenement, and other the ſaid hereby bargained premiſſes, with their appurtenances, and be thereby enabled to accept and take a grant and releaſe of the reverſion and freehold thereof, to him, his heirs and aſſigns, during the life of the ſaid *E. C.* by indenture intended to be made between the ſaid *E. C.* on the one part, and the ſaid *R. F.* on the other part, and to bear date the day next after the day of the date of theſe preſents.—*In Witneſs*, &c.

Conſideration.

Habendum.

Reddendum.

To the intent the leſſee may be in poſſeſſion of the premiſſes to enable him to take a grant thereof.

A Releaſe for the Life of the Releaſor.

THIS *Indenture*, made, &c. *Between E. C.* of *London*, widow, of the one part, and *R. F.* of, *&c.* embroiderer, on the other part. *Whereas J. C.* of *London*, eſq; deceaſed, late huſband of the ſaid *E. C.* did by his laſt will and teſtament, bearing date, *&c.* (amongſt other things) give and deviſe unto the ſaid *E. C.* the meſſuage or tenement, piece or parcel of ground, with the out houſes, buildings, orchard, garden and other the appurtenances herein after particularly mentioned

Recital of a will.

mentioned and expreſſed, for and during the term of her natural life, as by the will remaining in the prerogative court of *Canterbury*, relation being thereunto had, may more at large appear: *Now this Indenture witneſſeth*, that the ſaid *E. C.* for and in conſideration of the ſum of, *&c.* to her in hand paid by the ſaid *R. F.* the receipt whereof ſhe doth hereby acknowledge, and thereof, and of and from every part and parcel thereof doth acquit, releaſe and diſcharge the ſaid *R. F.* his heirs, adminiſtrators and aſſigns, and every of them, for ever by theſe preſents, *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents doth fully, clearly and abſolutely grant, bargain, ſell, allen, releaſe and confirm unto the ſaid *R. F.* in his actual poſſeſſion now being, by virtue of a bargain and ſale to him made by the ſaid *E. C.* by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one year, commencing from the day next before the day of the date of the ſame indenture, if ſhe the ſaid *E. C.* ſhall ſo long live, and by force and virtue of the ſtatute for transferring uſes into poſſeſſion, and to his heirs and aſſigns, *All* that meſſuage or tenement, ſituate, *&c.* formerly in the tenure or occupation of, *&c.* afterwards of, *&c.* after that of, *&c.* ſince of, *&c.* late of, *&c.* and now or late of the ſaid *R. F.* *And alſo* all that piece or parcel of land and ground containing by eſtimation, *&c.* more or leſs, with the appurtenances, lying and being next or near adjoining to the ſaid meſſuage or tenement on the *South* ſide thereof, now or late alſo in the tenure or occupation of the ſaid *R. F.* *And* all barns, buildings, ſtables, orchards, backſides, gardens, ways, eaſements, commons, common of paſture, profits, commodities, hereditaments and appurtenances whatſoever to the ſaid meſſuage or tenement, and the ſaid piece or parcel of ground belonging or in any wiſe appertaining: *And* the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the premiſſes, and of every part and parcel thereof: *And* all the eſtate, right, title, intereſt, uſe, truſt, claim and demand whatſoever, of her the ſaid *E. C.* of, in, to or out of the ſaid meſſuage or tenement, piece or parcel of land, and other the premiſſes, and of, in, to or out of every or any part or parcel thereof in any wiſe howſoever, together with all deeds, evidences and writings whatſoever, touching and concerning the premiſſes, which ſhe the ſaid *E. C.* now hath in her cuſtody or power, or can or may come by without ſuit in law; *To have and to hold* the ſaid meſſuage or tenement, piece or parcel of land, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted, releaſed or confirmed, with their and every of their rights, members and appurtenances, unto the ſaid *R. F.* his heirs and aſſigns, for and during the natural life of the ſaid *E. C.* to the only proper uſe of the ſaid *R. F.* his heirs and aſſigns, during the natural life of the ſaid *E. C.* *And* the ſaid *E. C.* for herſelf, her heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *R. F.* his heirs and aſſigns, and to and with every of them, by theſe preſents, in manner and form following, (that is to ſay) that ſhe the ſaid *E. C.* (for and notwithſtanding any act, matter or thing, had, made, committed or done, or wittingly or willingly ſuffered by her, or her late huſband to the contrary) at the ſealing and delivery of theſe preſents, is and ſtands lawfully and rightfully ſeiſed of and in the ſaid meſſuage or tenement, piece or parcel of land, and all

Covenant of a releaſe Conſideration.

Premiſſes.

Habendum for life of the releaſor.

Covenant that the releaſor is lawfully ſeiſed of the premiſſes for term of life.

all other the premiſſes herein before mentioned or intended to be hereby granted and releaſed, with their and every of their rights, members and appurtenances, of a good, ſure, perfect, abſolute and indefeaſible eſtate of freehold, for and during the term of her natural life, without any condition, truſt, power of revocation, or limitation of uſe or uſes, or other reſtraint, matter or thing whatſoever, to alter, change, charge, impeach, defeat, incumber or make void the ſame: *And* that ſhe the ſaid *E. C.* (for and notwithſtanding any ſuch act, matter or thing as aforeſaid) now hath in herſelf good right, full power and lawful authority, to grant, bargain, ſell, alien, releaſe and confirm the ſaid meſſuage or tenement, piece or parcel of land, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted or releaſed, with their and every of their appurtenances, unto the ſaid *R. F.* his heirs and aſſigns, during her life, in manner and form aforeſaid: *And* alſo, that he the ſaid *R. F.* his heirs and aſſigns, ſhall and may from time to time, and at all times hereafter during her life, lawfully, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid hereby releaſed meſſuage or tenement, piece or parcel of land, and other the premiſſes, with their and every of their rights, members and appurtenances, and receive and take the rents, iſſues and profits thereof, and of every part and parcel thereof to his and their own proper uſe and behoof, without any lawful let, ſuit, trouble, denial, eviction, ejection or interruption of or by the ſaid *E. C.* or any other perſon or perſons whatſoever, lawfully claiming or to claim, by, from or under her or her ſaid late huſband, (except as herein after is excepted): *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, jointures, dowers and titles of dowers, uſes, wills, intails, mortgages, ſtatutes merchant and of the ſtaple, recognizances, extents, executions, fines, yearly payments, and all arrearages thereof, and of and from all other eſtates, titles, troubles, charges or incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered by her the ſaid *E. C.* or her ſaid late huſband, or by or through her or his act, means, conſent, neglect, default, privity or procurement, *Except*, one indenture of leaſe, bearing date, *&c.* made by her the ſaid *E. C.* to *H. K* of *London* merchant deceaſed, of the ſaid hereby releaſed premiſſes for the term of, *&c.* commencing, *&c.* at the yearly rent of, *&c.* payable quarterly, under which ſaid leaſe the ſaid *R. F.* now holds the ſaid premiſſes: *And further*, that ſhe the ſaid *E. C.* and all and every other perſon or perſons having or lawfully claiming, or which can or may lawfully have or claim any eſtate, right, title, intereſt, benefit or demand of, in, to or out of the ſaid meſſuage or tenement, piece or parcel of land, and other the aforeſaid premiſſes, or any part thereof, during the life of the ſaid *E. C.* by, from or under her the ſaid *E. C.* or her ſaid late huſband, ſhall and will from time to time, and at all times hereafter, at the reaſonable requeſt, coſts and charges in the law, of the ſaid *R. F.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable acts, matters and things, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect aſſuring and conveying of the ſaid meſſuage or tenement, piece or parcel of land and premiſſes, with their appurtenances, unto the ſaid *R. F.* his heirs and aſſigns, during the natural life of the ſaid

And hath full power to bargain and ſell the ſame.

Covenant for quiet enjoyment.

And that the premiſſes are free from all incumbrances.

except one indenture of leaſe.

Covenant for further aſſurance.

ſaid *E. C.* as by the ſaid *R. F.* his heirs and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required, ſo as the perſon or perſons who are to make ſuch further aſſurance be not compelled or compellable to travel further than the cities of *London* or *Weſtminſter* for the doing thereof, and ſo as ſuch further aſſurances contain no further or other covenant or warranty than againſt the perſon or perſons making the ſame: *And laſtly*, that the ſaid *R. F.* his heirs or aſſigns, ſhall or lawfully may peaceably and quietly hold and enjoy all ſuch part of the yard, orchard or garden belonging to the premiſſes, as is or is reputed to be copyhold, without any manner of let, ſuit, hindrance or interruption, at any time or times hereafter, during the natural life of the ſaid *E. C.* of or by her the ſaid *E. C.* or any perſon or perſons lawfully claiming or to claim by, from or under her or her ſaid late huſband, or by or through his or her act, means, conſent, neglect, default, privity or procurement: *And* that ſhe and all lawfully claiming under her will upon requeſt, and at the coſts and charges of the ſaid *R. F.* his heirs or aſſigns, make and do all ſuch acts and things as ſhall be reaſonably required for the making of a title to him and them, of, in and to ſuch part of the premiſſes as copyhold during the life of the ſaid *E. B.* as is aforeſaid. *In Witneſs*, &c.

Covenant for quiet enjoyment of ſuch part of the premiſſes as is copyhold;

and to make a title thereof.

Bargain and Sale for a Year.

THIS *Indenture*, made, *&c. Between T. D.* of, *&c.* gent. *S. S.* of, *&c.* merchant, and *S. D.* of, *&c.* eldeſt ſon of the ſaid *T. D.* on the one part, and *E. J.* of, *&c* widow, on the other part, *Witneſſeth*, that the ſaid *T. D. S. S.* and *S. D.* in conſideration of the ſum of five ſhillings of lawful money of *Great Britain*, to them or one of them in hand paid by the ſaid *E. J.* at or before the ſealing and delivery of theſe preſents, the receipt whereof they do hereby acknowledge, and for divers other good cauſes and conſiderations them hereunto moving, *Have*, and each and every of them *Hath* bargained and ſold, and by theſe preſents *Do*, and each and every of them *Doth* bargain and ſell unto the ſaid *E. J. All* thoſe *(ſprout* in the releaſe *uſque* and all the eſtate, *&c.) To have and to hold* the ſaid toſts, pieces or parcels of ground, meſſuages or tenements thereon erecting and building, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby bargained and ſold, with their and every of their rights, members and appurtenances unto the ſaid *E. J.* her executors, adminiſtrators and aſſigns, from the day of the date of theſe preſents unto the full end and term of one whole year, from thence next enſuing and fully to be compleat and ended: *Yielding and paying* therefore unto the ſaid *T. D. S. S.* and *S. D.* their heirs or aſſigns, the rent of one pepper-corn upon the feaſt day of St. *Michael* the archangel now next coming (if lawfully demanded), *To the Intent*, that by virtue of theſe preſents, and of the ſtatute for transferring uſes into poſſeſſion, the ſaid *E. J.* may be in the actual poſſeſſion of the ſaid hereby bargained premiſſes, with their appurtenances, and be thereby enabled to accept and take a grant and releaſe of the reverſion and inheritance thereof to her the ſaid *E. J* her heirs and aſſigns, by indenture of releaſe intended to be made between the ſaid *T. D. S. S.* and *S. D.* on the one part, and the ſaid *E. J.* on the other part, and to bear date the day next after the day of the date of theſe preſents. *In Witneſs*, &c.

Conſideration.

Habendum.

Reddendum.

To the intent that the bargainee may be in poſſeſſion, and thereby enabled to take a grant, *&c.* of the premiſſes.

The

The Releaſe in Fee.

THIS *Indenture*, made, &c. *Between T. D.* of, &c. gent. *S. S.* of, &c. merchant, and *S. D.* of, &c. eldeſt ſon of the ſaid *T. D.* on the one part, and *E. J.* of, &c. widow, on the other part, *Witneſſeth*, that for and in conſideration of the ſum of, &c. of lawful money of *Great Britain* to them the ſaid *T. D. S. S.* and *S D.* or one of them, by the ſaid *E. J.* in hand at or before the ſealing and delivery of theſe preſents well and truly paid, the receipt whereof they do hereby acknowledge, and thereof, and of and from every part and parcel thereereof, do acquit, releaſe and diſcharge the ſaid *E. J.* her heirs, executors and adminiſtrators, and every of them, by theſe preſents, They the ſaid *T. D. S. S.* and *S. D. Have*, and each and every of them *Hath* granted, bargained, ſold, remiſed, releaſed and confirmed, and by theſe preſents *Do*, and each and every of them *Doth* fully and abſolutely grant, bargain, ſell, remiſe, releaſe and confirm unto the ſaid *E. J.* (in her actual poſſeſſion now being by virtue of a bargain and ſale thereof to her made, by indenture bearing date the day next before the day of the date of theſe preſents, by or from the ſaid *T. D. S. S.* and *S. D.* for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture, under the rent of a pepper-corn, (if demanded) and by force and virtue of the ſtatute for transferring uſes into poſſeſſion), and to her heirs and aſſigns for ever, *All* thoſe toſts, pieces or parcels of ground, whereon lately ſtood three meſſuages or tenements, ſituate and being on the *South* ſide of *Wapping Street*, in the pariſh of, &c. containing, &c. *And alſo* thoſe two meſſuages or tenements now erecting and building, or erected and built on the ſaid toſts, pieces or parcels of ground, or ſome part thereof, by and at the proper coſts and charges of, &c. in purſuance of the leaſe lately granted to them by the ſaid *T. D. S. S.* and *S. D.* together with all and ſingular ways, paſſages, lights, eaſements, ſheds, rooms, cellars, ſolars, ſhops, chambers, out-houſes, buildings, profits, commodities, advantages and appurtenances whatſoever, to the ſaid hereby bargained and releaſed toſts, pieces or parcels of ground, meſſuages or tenements or other the premiſſes belonging, or in any wiſe appertaining, or therewith uſed, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the premiſſes, and of every part and parcel thereof: *And alſo*, all the eſtate, right, title, intereſt, claim and demand whatſoever of them the ſaid *T. D. S. S.* and *S. D.* and every or any of them, of, in, to, or out of the ſame premiſſes, or any part or parcel thereof, in any wiſe howſoever, *Together* with all ſuch deeds, evidences and writings, as concern the premiſſes only, or any part thereof,

Conſideration.

Covenant of releaſe, &c.

Recital of the bargain and ſale.

Premiſſes.

Alſo all deeds, &c.

thereof, and copies of all ſuch as concern the ſame jointly with any other things, to be made and written, at the proper coſts and charges of the ſaid *E. J.* her heirs or aſſigns; which ſaid toſts, pieces or parcels of ground, and other the ſaid hereby bargained and releaſed premiſſes, were *(inter alia)* lately purchaſed by the ſaid *T. D. S. S.* and *S. D.* of *C. S.* of *C. S.* of, *&c.* gent. ſon and heir of *C. S.* lately of *London*, eſq; deceaſed, and were conveyed to them and their heirs in equal third parts, by the ſaid *C. S.* by bargain and ſale *quadripartite*, enrolled in the high court of chancery bearing date, *&c.* and by leaſe and releaſe *quadripartite*, bearing date, *&c.* and by fine from the ſaid *C. S.* and *M.* his wife, duly levied in his majeſty's court of common pleas in Trinity-term, in the, *&c. To have and to hold* the ſaid toſts, pieces or parcels of ground, and the ſaid meſſuage or tenements thereon erecting and building, or erected and built, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby releaſed, and every part or parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *E. J.* her heirs and aſſigns for ever, to the only proper uſe and behoof of the ſaid *E. J.* her heirs and aſſigns for ever: *And* the ſaid *T. S. S. S.* and *S D. Do* by theſe preſents for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and not jointly, or the one for the other, or for the act or deed of the other, covenant, promiſe and agree to and with the ſaid *E. J.* her heirs and aſſigns, in manner and form following, (that is to ſay) that they the ſaid *T. D. S. S.* and *S. D.* or ſome or one of them, for and notwithſtanding any act, matter or thing by them, or any of them reſpectively made, done, committed, or wittingly or willingly ſuffered to the contrary, at the time of the ſealing and delivery of theſe preſents, is or are the true and lawful owner or proprietors, owners or proprietors, of the ſaid toſts, pieces or parcels of ground, meſſuages or tenements, and all other the premiſſes herein before mentioned or intended to be hereby releaſed, and every part and parcel thereof, with the appurtenances, and is or are lawfully, rightfully and abſolutely ſeiſed thereof, and of every part and parcel thereof, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, reſervation, limitation of uſe or uſes, or reſtraint, matter or thing whatſoever, to determine, alter, charge or defeat the ſame: *And* ſhall continue ſo ſeiſed thereof, and of every part thereof, until a good, perfect and abſolute eſtate in fee ſimple ſhall be thereof veſted in the ſaid *E. J.* and her heirs, according to the true intent and meaning of theſe preſents: *And alſo*, that the ſaid *E. J.* her heirs and aſſigns, and every of them, ſhall or lawfully may, from time to time and at all times hereafter, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the premiſſes herein before mentioned or intended to be hereby releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, without any lawful let, ſuit, trouble, denial, eviction, ejection or interruption whatſoever, of or by them the ſaid *T. D. S. S.* and *S. D.* their heirs or aſſigns, or any of them reſpectively, or of or by any other perſon or perſons whatſoever, lawfully claiming or to claim by, from or under them, or any of them reſpectively in any wiſe howſoever: *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, of, from and againſt all and all manner

Habendum in fee.

Covenant that the bargainors are lawful owners of all the premiſſes.

And ſhall ſo continue till an eſtate in fee-ſimple be veſted in the bargainee. Covenant, for. quiet enjoyment,

And that the premiſſes are free from incumbrances;

manner of former and other bargains, ſales, gifts, grants, feoffments, deviſes, uſes, jointures, dowers, intails, rents, arrearages of rents, duties, fines, poſt-fines, annuities, debts, duties, judgments, executions, extents, recognizances, ſtatutes-merchant and of the ſtaple, ſeizures, ſequeſtrations, and all other eſtates, rights, titles, troubles, charges and incumbrances whatſoever, by them the ſaid *T. D. S. S.* and *S. D.* or any of them reſpectively had, made, committed, done, or wittingly or willingly ſuffered in any wiſe howſoever, *Except* one leaſe by indenture, bearing date, *&c.* made by the ſaid *T. D. S. S.* and *S. D.* to the above-named *J. B.* and *E. S.* of all and ſingular the ſaid hereby bargained and releaſed premiſſes, for the term of, *&c.* commencing from the feaſt-day of the annunciation of the Bleſſed Virgin *Mary*, now laſt paſt, at the rent of one pepper-corn for the firſt year of the ſaid term, and the yearly rent of, *&c.* for all the reſidue of the ſaid term payable quarterly: *And further*, that they the ſaid *T. D. S. S.* and *S. D.* their heirs and aſſigns, and all and every other perſon lawfully claiming or to claim any eſtate, right, title or intereſt, of, in, to or out of the ſaid hereby releaſed premiſſes, or any part or parcel thereof, by, from, under, or in truſt for them, or any of them reſpectively, ſhall and will from time to time, and at all times hereafter within the ſpace of ſeven years, upon the requeſt and at the coſts and charges of the ſaid *E. J.* her heirs or aſſigns, make, do, acknowledge, levy, execute and ſuffer, cauſe or procure to be made and done, acknowledged, levied, executed and ſuffered, all ſuch further and other reaſonable acts, matters and things, conveyances and aſſurances in the law whatſoever, for the further better and more perfect aſſuring and conveying of the ſame premiſſes, and every part or parcel thereof, unto the ſaid *E. J.* her heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, as by the ſaid *E. J.* her heirs and aſſigns, ſhall be reaſonably adviſed, adviſed or required, ſo as ſuch further aſſurances or conveyances contain no further or other warranty or covenants than only againſt the acts making the ſame, and their reſpective heirs, and ſo as the party or parties, making the ſame, be not compelled or compellable to travel farther than the cities of *London* or *Weſtminſter* for the doing thereof: *And laſtly*, that they the ſaid *J. D. S. S.* and *S. D.* their heirs or any of them, or ſome of them, ſhall and will from time to time, and at all times hereafter, upon reaſonable notice and requeſt to them made and given by the ſaid *E. J.* her heirs or aſſigns, and at her and their coſts and charges, produce and ſhew forth, or cauſe to be produced and ſhewed forth in any court or courts of law or equity, or to her or their attorney or attornies, agent or agents, counſel or counſels, at any trial hearing, or at commiſſion for the examination of witneſſes, all and any or any the deeds, evidences and writings particularly mentioned and expreſſed in the ſchedule to theſe preſents annexed, (provided they be not deſtroyed by fire or other inevitable accident) when and as often as there ſhall be occaſion to make uſe of them or any of them for the maintenance and juſtification of the title of the ſaid *E. J.* her heirs or aſſigns, in or to the premiſſes herein before mentioned or intended to be hereby releaſed, or any part or parcel thereof. *In Witneſs*, &c.

except one leaſe of all the premiſſes.

Covenant to make further aſſurance, at any time within the ſpace of ſeven years.

Covenant to produce the writings relating to the premiſſes, at any time when requeſted.

Bargain

Bargain and Sale inrolled, of the ſame Eſtate, for further Confirmation, &c.

THIS *Indenture*, made, &c. *Whereas J. D.* of, &c. gent. *S. S.* of, &c. merchant, and *S. D* eldeſt ſon of the ſaid *J. D.* on
Conſideration. the one part, and *E. J.* of, &c. widow, on the other part, *Witneſſeth*, that for and in conſideration of the ſum of, &c. good and lawful money of, &c. to them the ſaid *J. D. S. S.* and *S. D.* or one of them in hand paid by the ſaid *E. J.* at or before the ſealing and delivery of theſe preſents, the receipt whereof they do hereby acknowledge, and themſelves therewith fully ſatisfied and paid, being the ſaid ſum of, &c. which is mentioned to be the conſideration of a certain indenture of releaſe made between the ſame parties, and bearing even date with theſe preſents, and for divers other good cauſes and conſiderations them thereunto moving, they the ſaid *J. D.* and *S D. Have*, and each and every of them *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Do* fully, and abſolutely grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *E. J.* her heirs and aſſigns for ever, *All* thoſe, &c. (*prout* in the releaſe *uſque* the *habendum*)
Habendum in fee-ſimple. *To have and to hold* the ſaid toſts, pieces or parcels of ground, and the ſaid meſſuages or tenements thereon erecting and building, or erected and built, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted, bargained, ſold, aliened, releaſed or confirmed, and every part and parcel thereof, with their and every of their rights, members, and appurtenances, unto the ſaid *E. J.* her heirs and aſſigns for ever, *To* the only uſe and behoof of the ſaid
Covenant of warranty. *E. J.* her heirs and aſſigns for ever: *And* the ſaid *J. D. S. S.* and *S. D.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and not the one for the other, or for the heirs, executors or adminiſtrators, or for the acts and deeds of the other, do hereby covenant, promiſe and grant, to and with the ſaid *E. J.* her heirs and aſſigns, that they the ſaid *J. D. S. S. S. D.* and their heirs reſpectively, all and ſingular the premiſſes herein before mentioned to be hereby granted, bargained, ſold, aliened, releaſed or confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *E. J.* her heirs and aſſigns, againſt them the ſaid *J. D. S. S.* and *S. D.* and their heirs reſpectively, and all perſons lawfully claiming or to claim, by, from, under, or in truſt for them reſpectively, ſhall and will warrant, and for ever defend by theſe preſents. *In Witneſs*, &c.

A Releaſe

A Releaſe in Fee. (See a Leaſe for a Year.)

THIS *Indenture*, made, *&c. Between J. C.* citizen and dyer of *London*, and *Anne* his wife, of the one part, and *J. H.* of, *&c.* gent. of the other part, *Witneſſeth*, that in conſideration of the ſum of, *&c.* of good, *&c.* to the ſaid *J. C.* in hand paid at or before the ſealing and delivery of theſe preſents by the ſaid *J. H.* the receipt whereof he the ſaid *J. C.* doth hereby acknowledge, and himſelf therewith fully ſatisfied, contented and paid, and thereof, and of and from every part and parcel thereof, doth acquit, releaſe and diſcharge the ſaid *J. H.* his heirs, executors and adminiſtrators for ever, by theſe preſents, they the ſaid *J. C.* and *Anne* his wife, *Have* granted, bargained, ſold, releaſed, releaſed and confirmed, and by theſe preſents *Do* grant, bargain, ſell, remiſe, releaſe, and confirm unto the ſaid *J. H.* in his actual poſſeſſion now being, by virtue of a bargain and ſale to him made by the ſaid *J. C.* by indenture, bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture, and by force of the ſtatute for transferring uſes into poſſeſſion, and to the heirs and aſſigns of the ſaid *J. H.* for ever, *All* that meſſuage or tenement, called or known by the name of, *&c.* and all and ſingular the barns, ſtables, mills, edifices and buildings, cloſes, yards, gardens and orchards, with all and ſingular the appurtenances to the ſaid meſſuage or tenement alſo belonging or appertaining, ſituate, lying and being. *&c. And alſo* divers pieces or parcels of land, arable, meadow, paſture and wood, to the ſaid meſſuage or tenement alſo belonging or appertaining, or, therewith uſed, occupied or enjoyed, herein after particularly mentioned or expreſſed, (that is to ſay) four pieces or parcels of land, meadow and paſture, and one piece or parcel of land now or late planted with hops, lying together near the ſaid meſſuage or tenement and orchard, containing in the whole by eſtimation twenty acres, be there more or leſs thereof, two pieces or parcels of land, arable and paſture, called the *Down Fields*, with the *Wiſh* thereunto adjoining, containing by eſtimation twelve acres, be there more or leſs thereof, one piece or parcel of, *&c.* and all other the meſſuages, farms, lands, tenements, hereditaments and premiſſes whatſoever, of the ſaid *J. C.* and *Anne* his wife, or either of them, ſituate, lying and being in, *&c.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, or intended to be hereby granted and releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, and all the eſtate, right, title, intereſt, poſſeſſion, property, claim and demand whatſoever, of them the ſaid *J. C.* and *Anne* his wife, of, in, or to the

Conſideration.

Covenant of releaſe in fee.

Premiſſes.

the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes, herein before granted and releaſed, or mentioned or intended to be hereby granted or releaſed, and every or any part or parcel thereof, together with all deeds, evidences and writings, touching or concerning the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, or any part thereof only, now in the cuſtody or power of the ſaid *J. C.* or which he can or may come by without ſuit in law, and true copies of all ſuch others as concern the premiſſes jointly with other things, to be made and written at the requeſt, coſts and charges, of the ſaid *J. H. All* which ſaid meſſuages, farms, tenements, hereditaments and premiſſes herein before granted and releaſed, or mentioned or intended to be hereby granted or releaſed, were purchaſed by the ſaid *J. C.* of *J. L.* of *London*, doctor of phyſick, and *Grace* his wife, *J. L.* of, *&c.* clerk, and *R. B.* of *London*, eſq; and *E.* his wife, and were conveyed to him by indenture of leaſe and releaſe, and fine thereupon levied, the leaſe bearing date, *&c.* and the releaſe, *&c. To have and to hold* all and ſingular the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes aforeſaid, in and by theſe preſents granted and releaſed, or mentioned or intended to be hereby granted or releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *J. H.* his heirs and aſſigns, *To* the only proper uſe and behoof of the ſaid *J. H.* his heirs and aſſigns for ever: *And* for the better conveying and aſſuring of the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, or intended to be hereby granted and releaſed unto the ſaid *J. H.* his heirs and aſſigns for ever, the ſaid *J. C.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. H.* his heirs and aſſigns, that he the ſaid *J. C.* and the ſaid *Anne* his wife, ſhall and will before the end of *Michaelmas* term next, in due form of law, acknowledge and levy before the juſtices of his majeſty's court of common pleas at *Weſtminſter*, unto the ſaid *J. H.* and his heirs, one or more fine or fines, *Sur Cognizance de droit come ceo*, &c. and proclamations thereupon to be had and proſecuted, according to the common and uſual courſe of ſuch fines, and of the laws and ſtatutes in that behalf made and provided, of all and ſingular the ſaid meſſuages, farms, lands, tenements and hereditaments herein before mentioned, or intended to be hereby granted and releaſed, with their and every of their rights, members and appurtenances, by ſuch name or names, quantities, qualities and deſcriptions to aſcertain the ſame, and in ſuch manner and form, as by the ſaid *J. H.* his heirs and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, deviſed or required: *And* it is hereby declared and agreed by and between all and every the parties to theſe preſents, that the ſaid fine or fines ſo as aforeſaid, or in any other manner or form to be acknowledged and levied, and all and every other fine and fines, and all other conveyances and aſſurances heretofore had, made, acknowledged, executed or perfected, or at any time hereafter to be had, made, acknowledged, executed or perfected, of or concerning the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, or intended to be hereby granted or releaſed, with the appurtenances, or any part or parcel thereof, by or between the ſaid parties to theſe preſents, or any of them, or to or with them or any of them,

Habendum in fee.

Covenant to levy a fine of all the premiſſes.

Declaration of the uſes.

them, who are or ſhall be parties or privies, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken to be and enure, and ſo were and are meant and intended to be and enure, and are hereby declared by and between all the parties to theſe preſents to be and enure, *To the Uſe and Benefit* of the ſaid *J. H.* his heirs and aſſigns for ever, and to or for no other uſe, intent or purpoſe whatſoever: *Provided always*, and it is hereby declared and agreed, by and between the ſaid *J. C.* and *J. H.* that the ſaid meſſuage and farm called, *&c.* ſhall ſtand charged with, and ſhall be liable and ſubject to the payment of the annuity or yearly rent-charge of ten pounds to the miniſter and churchwardens of the pariſh of, *&c.* and to their ſucceſſors, miniſters and churchwardens for ever, in ſuch manner as the ſame is given or deviſed to them by the laſt will and teſtament of, *&c.* deceaſed, bearing date, *&c.* this indenture or any thing elſe herein contained to the contrary in any wiſe notwithſtanding: *And* the ſaid *J. C.* for himſelf, his heirs, executors and adminiſtrators, doth further covenant, promiſe and agree, to and with the ſaid *J. H.* his heirs and aſſigns, and every of them by theſe preſents in manner and form following, (that is to ſay) that for and notwithſtanding any act, matter or thing by him the ſaid *J. C.* done or committed to the contrary, he the ſaid *J. C.* on the day of the date hereof, and at the time of the ſealing and delivery of theſe preſents, is and ſtands lawfully ſeiſed in his demeſne of an abſolute and indefeaſible eſtate of inheritance in fee-ſimple, to the uſe of himſelf and his heirs of and in the ſaid meſſuage, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, or intended to be hereby granted and releaſed, or every part and parcel thereof, without any manner of condition, uſe, trust, power or limitation, to alter, change, make void or determine the ſame: *And* that the ſaid *J. C.* (for and notwithſtanding any ſuch act, matter or thing by him done or committed to the contrary as aforeſaid) hath in himſelf full power, good right, true title, and lawful and abſolute authority, to grant, releaſe and convey all and ſingular the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, or intended to be hereby granted, releaſed or conveyed with their and every of their rights, members and appurtenances, unto the ſaid *J. H.* his heirs and aſſigns, in manner and form aforeſaid: And that he the ſaid *J. H.* his heirs and aſſigns, ſhall and may, from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſame meſſuages, farms, lands, tenements, hereditaments and premiſſes, with the appurtenances, and every part and parcel thereof, and receive and take the rents, iſſues and profits of the ſame, to his and their own proper uſe and behoof, without any lawful let, ſuit, trouble, denial, eviction, ejection, moleſtation, impediment, claim, demand or interruption, either in law or equity, of or from the ſaid *J. C.* and the ſaid *Anne* his wife, or either of them, or the heirs of the ſaid *J. C.* or of or by any other perſons whatſoever lawfully claiming or to claim by, from or under him or her, or by or through his or her act, means, eſtate, right, title, intereſt, conſent or procurement in any wiſe howſoever: *And* that free and clear, and freely and clearly acquitted and diſcharged, or otherways by the ſaid *J. C.* his heirs, executors and adminiſtrators, or ſome of them, from time to time, and at all times hereafter, kept harmleſs and indemnified, of and from all and all manner of former and other bargains, ſales, leaſes, grants,

Proviſo, that the premiſſes ſhall be liable to the payment of a rent charge of 10 *l. per ann.* for ever.

Covenant, that the conuſor is ſeiſed of the premiſſes in an abſolute eſtate in fee-ſimple;

and hath full power to grant and convey the ſame.

Covenant for quiet enjoyment;

and that the premiſſes are free from all incumbrances,

except a leaſe of the premiſſes.

grants, intails, annuities, arrearages of rents, dowers, title and titles of dower, the dower and thirds of the ſaid *A. C.* ſtatutes, judgments, recognizances, extents, fines, amerciaments, and of and from all other eſtates, titles, troubles, charges and incumbrances, acts, matters and things whatſoever, had, made, done, or wittingly or willingly committed or ſuffered by the ſaid *J. C.* or by any other perſon or perſons lawfully claiming by, from or under him, (the contract or agreement made by the ſaid *J. C.* with the above named *J. A.* for a leaſe of ſuch part of the premiſſes as is now in his poſſeſſion under the yearly rent of, &c. only excepted); *And moreover*, that he the ſaid *J. C.* and *Anne* his wife, and the heirs of the ſaid *J. C.* and all and every other perſon or perſons having or lawfully claiming any eſtate, right, title or intereſt of, in, or to the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes, or any part or parcel thereof, from, by, or under him and her, or either of them, ſhall and will, from time to time, and at all times hereafter, for and during the term of ſeven years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges, of the ſaid *J. H.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe or procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch farther acts, matters and things, conveyances and aſſurances in the law whatſoever, for the further, better and more effectual conveying and aſſuring all and ſingular the premiſſes herein before mentioned, or intended to be hereby granted, releaſed or conveyed, with their and every of their rights, members and appurtenances, to the only proper uſe and behoof of the ſaid *J. H.* his heirs and aſſigns for ever, as by the ſaid *J. H.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed or deviſed or required, ſo as ſuch further acts, conveyances and aſſurances, or any of them, do not contain any further or larger warranty or covenant on the part of the ſaid *J. C.* and his heirs than are herein before contained, and ſo as, for the doing thereof, the perſon or perſons, who ſhall be required to make or do the ſame, be not compelled or compellable to travel above five miles from his or their place or places of dwelling or abode reſpectively. *In Witneſs*, &c.

Covenant to make further aſſurance, at any time within ſeven years.

A Leaſe for a Year, Tripartite, to precede a Releaſe.

THIS *Indenture Tripartite*, made, &c. *Between A.* &c. of the first part, *B* and *C.* &c. of the ſecond part, and *D.* and *E.* of the third part, *Witneſſeth*, that for and in conſideration of a-piece of lawful, &c. to the ſaid *A. B.* and *C.* in hand, &c. the ſaid *D E.* well and truly paid, the receipt whereof the *A. B.* and *C.* do hereby acknowledge, and thereof, &c. the *A.* and likewiſe the ſaid *B.* and *C.* (at the requeſt, and by and with conſent, direction and appointment, of the ſaid *A.* teſtified by his ing and ſealing theſe preſents) *Have*, and each of them *Hath* grant- bargained and ſold, and by theſe preſents *Do*, &c. unto the ſaid *D.* *E.* their executors, adminiſtrators and aſſigns, *All* that, &c. (Vide *Parcels*); *To have and to hold* the ſaid *(manor, meſſuages, mill,* , *meadows, lands, tenements, hereditaments)* and all and ſingular r the premiſſes herein before mentioned, or intended to be hereby ted, bargained and ſold, with their and every of their appurtenances, every part and parcel thereof (except before excepted) unto the ſaid nd *E.* their executors, adminiſtrators and aſſigns, from the —— f —— *(or* from the day next before the day of the date of theſe nts) for and during, and unto the full end and term of one whole from thence next enſuing, and fully to be compleat and ended; *ng and paying* therefore unto the ſaid *A. B.* and *C.* and the heirs aſſigns of the ſaid *A.* the rent of one pepper-corn, at the feaſt of — next enſuing the date of theſe preſents, if the ſame ſhall be lly demanded, *To the Intent* that by virtue of theſe preſents, and he ſtatute for transferring uſes into poſſeſſion, the ſaid *D.* and *E.* be in the actual poſſeſſion of the hereby bargained and ſold premiſ- *(or ſay, of the ſaid —— as in the* habendum) and all and ſingular r the premiſſes herein before mentioned, or intended to be hereby ted, bargained and ſold, with their and every of their appurtenances, every part and parcel thereof, and may be enabled to accept and take nt and releaſe of the reverſion and inheritance thereof to them and heirs and aſſigns, *To* and for the only proper uſe and behoof of the ſaid *D.* and *E.* and of their heirs and aſſigns, for ever; *(or it be thus) To* ſuch uſes as ſhall be thereby declared. *(a) In Wit-* &c.

Parties. Conſideration. Grant. Parcels. *Habendum.* *Reddendum.* Intent.

b) Note; If the releaſe conſiſt of more than two parts, and be to the uſe of s perſons, then let the leſſor and leſſee for a year, both of them, ſeal ſo leaſes as there are to be parts of the releaſe, and then ſay, *In Witneſs* of all the parties to theſe preſents have to each of theſe indentures ſet their and ſeals; and the like for the releaſe, or any other deed of more parts two.

In a Leaſe for a Year to precede a Releaſe by way of Mortgage, ſay

——— *To the End,* intent and purpoſe, that by force and virtue of theſe preſents, and of the ſtatute made for transferring of uſes into poſſeſſion, he the ſaid *H. J.* may be in the actual poſſeſſion of all and ſingular the hereby bargained and ſold premiſſes, and be thereby the better enabled to take and accept of a grant and releaſe of the freehold of the ſame premiſſes, unto and to the uſe of the ſaid *H. J.* his heirs and aſſigns, *during the lives of them the ſaid* E. A. *the mother, and* E. H. *the daughter, and the life of the longeſt liver of them,* in ſuch manner as in and by a certain indenture of releaſe by way of mortgage, intended to bear date the day next after the date hereof, and made between the ſame parties as are to theſe preſents, ſhall be mentioned, limited and expreſſed of and concerning the ſame. *In Witneſs,* &c.

A Leaſe for a Year to precede a Leaſe with two Grants.

THIS *Indenture,* made, &c. *Between* Sir *J. G.* of ——— bart. eldeſt ſon and heir of Sir *J. G.* late of ——— bart. deceaſed, and *F. A.* ſpinſter, one of the daughters and coheirs of *R. A.* otherwiſe *B.* late of ——— eſq. deceaſed, of the one part, and *E. M.* of ——— eſq. and *H. G.* of ——— eſq. of the other part, *Witneſſeth,* that for and in conſideration, &c. to the ſaid *F. A.* in hand, &c. by the ſaid *E. M.* and *H. G.* at, &c. the receipt, &c. ſhe the ſaid *F. A. Hath* bargained, &c. unto the ſaid *E. M.* and *H. G.* their executors, &c. *All,* (*the parcels releaſed by Mrs.* A.) and the reverſion, &c. *To have,* &c. *Yielding,* &c. to ſuch uſes as ſhall be thereby declared: *And this Indenture further witneſſeth,* that for and in conſideration, &c. to the ſaid Sir *J. G.* in hand, &c. by the ſaid *E. M.* and *H. G.* at, &c. the receipt, &c. he the ſaid Sir *J. G* (party, &c.) *Hath,* &c. bargained, &c. unto the ſaid *E. M.* and *H. G* their executors, &c. *All,* &c. (*the parcels releaſed by Sir* J. G.) and the reverſion, &c. *To have,* &c. (*as before*). *In witneſs.*

Releaſe from three ſeveral Men and their Wives, Co-heirs at Law, of ſeveral Meſſuages, where each received their Proportion of the Conſideration, with ſeparate Covenants, and for levying a Fine.

THIS *Indenture Quadripartite,* made, &c. *Between A.* of ——— (who formerly married *E.* one of the daughters of *F.* late of ——— ſince deceaſed) and *G.* now the wife of the ſaid *A.* of the firſt part, *B.* of ——— and *H* his wife (which ſaid *H.* is the only daughter and heir of the aforeſaid *F.* alſo deceaſed) of the ſecond part, *C.* of ——— and *K.* his wife, of the third part, and *D.* of ——— of the fourth part, *Witneſſeth,* that

hat for and in conſideration of the ſum of —— of lawful, &c. to him he ſaid *A.* and *G.* his wife, and of the ſum of —— of like money to he ſaid *B.* and *H.* his wife, and of the ſum of —— of like money to he ſaid *C.* and *K.* his wife, in hand, &c. by the ſaid *D* well and truly aid, the receipt of which ſaid ſeveral ſums of —— the ſaid *A.* and *G.* is wife, *B.* and *H.* his wife, and *C.* and *K.* his wife, do reſpectively acnowledge, and of, and from, &c. they the ſaid *A.* and *G.* his wife, *B.* nd *H.* his wife, and *C.* and *K.* his wife, *Have*, and each and every of em *Hath* granted, &c. and by, &c. *Do*, &c. fully and abſolutely grant, unto the ſaid *D.* (in the actual poſſeſſion, &c. by force and virtue of, made bythe ſaid *A. B.* and *C.* for the conſideration of 5 *s.* a-piece, indenture bearing date. &c.) and to the heirs and aſſigns of the ſaid or ever, *All* thoſe meſſuages, &c. and the reverſion, &c. and alſo all eſtate, right, title, intereſt, parts, ſhares and purparts, inheritance, truſt, poſſeſſion, reverſion, claim and demand whatſoever, in law equity of them the ſaid *A.* and *G.* his wife, *B.* and *H.* his wife, *C.* nd *K.* his wife, and their and every of them, of, in, to, &c. together th all and ſingular deeds, &c. which are in the hands, &c of the ſaid *B.* and *C.* or any of them reſpectively, or any others in truſt, &c. and e copies, &c. *To have and to hold*, &c. (*as common*): *And* the ſaid *A.* himſelf and the ſaid *G.* his wife, and the ſaid *B.* for himſelf, &c. *ovenant from all the vendors to levy a fine, to enure*, &c. *from* A *and for themſelves and wives, that they are ſeiſed of two third parts, and have ower to grant; and that the vendee ſhould peaceably enjoy, free from inbrances; and that they will make further aſſurance; from* C. *for himand wife, that they are ſeiſed of the other third part, have power to t, quiet enjoyment, further aſſurance; from all the parties, that further rance ſhall enure to the vendee, his heirs and aſſigns for ever.* Vide Tit. nants.) *In Witneſs*, &c.

ſe from three ſeveral Men and their Wives, where one was ſeiſed of Moiety, and the other two of a Quarter Part each, of a Meſſuage.

THIS *Indenture* made, &c. *Between A.* of —— and *E* his wife, *B.* of —— and *F.* his wife, *C.* of —— and *G.* his wife, of the part, and *D* of —— of the other part, *Witneſſeth*, that for and in ideration of the ſum of 50 *l.* of lawful, &c. to the ſaid *A.* and *E.* wife, and of the ſum of 25 *l.* of, &c. to the ſaid *B.* and *F.* his wife, of the ſum of 25 *l.* of, &c. to the ſaid *C.* and *G.* his wife ſeverally and at, &c. by the ſaid *D.* well and truly paid, the receipt, &c. the ſaid *A.* and *E.* his wife, *B.* and *F.* his wife, and *C.* and *G.* wife, *Have*, and each of them *Hath* granted, &c. and by, &c. *Do*, unto the ſaid *D.* (in the actual poſſeſſion now being, &c. by force virtue of, &c. by the ſaid *A. B.* and *C.* by indenture bearing date,) and to the heirs and aſſigns of the ſaid *D.* for ever, their ſeveral purparts and proportions herein after expreſſed of and in the meſe, or tenement and premiſſes herein after mentioned and granted, is to ſay, the ſaid *A.* and *E.* his wife, one full and equal moiety or half-part,

half-part, the ſaid *B.* and *F.* his wife, one full and equal quarter or fourth part, and the ſaid *C.* and *G.* his wife one full and equal quarter or fourth part, and the ſaid *C.* and *G.* his wife one other full and equal quarter or fourth part of and in all that meſſuage or tenement, *&c.* and the reverſion, *&c.* and all and ſingular the rents, *&c.* reſerved, due and payable upon any demiſe or leaſe made or granted of the ſaid premiſſes, or any part thereof; and alſo all the eſtate, *&c.* of the ſaid *A.* and *E.* his wife, *B. &c.* or either, *&c.* together with all and ſingular deeds, *&c. To have and to hold* the ſaid ſeveral parts, purparts and proportions of and in the ſaid meſſuage or tenement, and all and ſingular, *&c.* (*Add a covenant for the vendors and their wives to levy a fine, or take bonds from the vendors that their wives ſhall not claim dower,* &c. Vide Tit. *Bonds. Covenant from* A. B. *and* C. *that they are each of them ſeiſed of his ſhare, and have good right to convey; that the vendee ſhall peaceably enjoy, and that they and their wives will make further aſſurance for confirming the ſaid ſhares,* &c. Vide Tit. *Covenants.*) *In Witneſs,* &c.

Releaſe from an Aunt, Tenant for Life, and her ſeveral Nieces, as Coheirs in Remainder expectant on her Deceaſe.

THIS *Indenture Tripartite* made, *&c. Between A.* of ——— widow, of the firſt part, *B.* of ——— *C.* of ——— *D.* of ——— and *E.* his wife, and *F.* of ——— which ſaid *B. C. E.* wife of the ſaid *D.* and *F.* are daughters of *G.* late of ——— and *H.* his wife, deceaſed, which ſaid *H.* wife of the ſaid *G.* was one of the daughters of *J.* late of ——— deceaſed, and ſiſter of the ſaid *A.* of the ſecond part, and *K.* of ——— of the third part, *Witneſſeth*, that for and in conſideration of the ſum of ——— of lawful, *&c.* to the ſaid *B.* in hand, *&c.* by the ſaid *K.* well and truly paid, the receipt, *&c.* and of the ſum of 5 *s.* a-piece to them the ſaid *B. C. D.* and *E.* his wife, and *F.* the the ſaid *A.* and likewiſe the ſaid *B. C. D.* and *E.* his wife and *F. Have* granted, *&c.* and by, *&c. Do*, and each of them *Doth* grant, *&c.* unto the ſaid *K* (in the actual poſſeſſion, *&c.* by virtue, *&c.* made by them the ſaid *A. B. C. D.* and *E.* his wife, and *F.* for one whole year, in conſideration of 5 *s.* a-piece of lawful, *&c.* to *&c.* by indenture *Tripartite*, bearing date, *&c.* and made between, *&c* (*as above* and by force, *&c.*) and to the heirs and aſſigns of the ſaid *K.* for ever, *All* that, *&c. To have and to hold*, &c. (*as uſual*) *And*, &c. (*Covenant from the vendors to levy a fine. From* A. *that ſhe is lawfully ſeiſed to the uſe of herſelf and her heirs without any remainder*, &c. *and that ſhe has a good right to convey; and that,* K. *may peaceably enjoy, free from incumbrances; and laſtly from the vendors, that they will make further aſſurance to the uſe of the purchaſor. In Witneſs*, &c.

From

From a Son and Heir and his Mother, with Directions for proper Covenants.

THIS *Indenture*, made, &c. *Between A.* of ——— and *B.* of ——— widow, mother of the ſaid *A.* of the one part, and *C.* of ——— of the other part, *Witneſſeth*, that for and in conſideration of the ſum of ——— of lawful, *&c.* to the ſaid *A.* and of 5 *s.* to the ſaid *B.* in hand, *&c.* the receipt, *&c.* he the ſaid *A.* and the ſaid *B.* have granted, *&c.* unto the ſaid *C.* (in his actual poſſeſſion, *&c*) and to the heirs and aſſigns of the ſaid *C.* for ever, *All* that, *&c. To have and to hold*, &c. (*Covenants from the ſon that he is lawfully ſeiſed, and hath good right*, &c. *and that the purchaſor ſhall quietly enjoy, free from incumbrances*; *and that he and his heirs*, &c. *will make further aſſurance, to the uſe of the purchaſor*; *and from the mother, that the purchaſor ſhall peaceably enjoy.*) *In Witneſs*, &c.

Releaſe from a Deviſee of a Meſſuage, with Recitals and Directions for proper Covenants.

THIS *Indenture*, made, *&c. Between A.* of, *&c.* one of the daughters and deviſee, in and by the laſt will and teſtament of the ſaid *B.* late of ——— deceaſed, of the one part, and *C.* of ——— of the other part, *Witneſſeth*, that for and in conſideration of, *&c.* ſhe the ſaid *A. Hath* granted, *&c.* unto, *&c.* (in the actual poſſeſſion, *&c.*) *All* the meſſuage, *&c. which* ſaid meſſuage, or tenement and premiſſes, is one of the three meſſuages or tenements in ——— aforeſaid, which were bought and purchaſed by *D.* late of ——— deceaſed, grandfather of the ſaid *A.* of ——— *&c. And whereas* by indenture of leaſe and releaſe, *&c.* and by fine and other aſſurance conveyed and aſſured unto or to the uſe of the ſaid *D.* the grandfather; and which ſaid meſſuage and premiſſes herein before granted and ſold, was by the ſaid *D.* the grandfather, in and by his laſt will and teſtament, bearing date, *&c.* given and bequeathed unto his ſon the aforeſaid *B.* and his heirs and aſſigns for ever; and was by the ſaid *B* the ſon, by his laſt will and teſtament, bearing date, *&c* given and bequeathed unto the ſaid *A.* his daughter, her heirs and aſſigns for ever, and the reverſion, *&c.* and all the eſtate, *&c.* by force, virtue or means of the ſaid laſt will and teſtament of the ſaid *B* her late father deceaſed, or by any other ways or means, right or title whatſoever or howſoever, together with all deeds, *&c To have and to hold*, &c. (*Add warranty*; *covenants to levy a fine*; *lawfully ſeiſed*; *good right to grant*; *peaceable enjoyment*; *free from incumbrances*; *for further aſſurance.*) *In Witneſs*, &c.

A Releaſe

A Releaſe from a Huſband and Wife, of the Wife's Eſtate, to a Huſband and Wife, and the Survivor of them, and the Heirs of the Huſband.

THIS *Indenture*, made, &c. *Between A.* of ——— and *B.* his wife (the ſurviving daughter and heir of *C.* late of ——— deceaſed, who was one of the ſons and deviſee, in and by the laſt will and teſtament of *D* late of ——— deceaſed) of the one part, and *E.* of ——— and *F.* his wife, of the other part *Witneſſeth*, that for and in conſideration of ——— to the ſaid *A.* and *B.* his wife in hand, at, &c. by the ſaid *E.* and *F.* his wife, well, &c. the receipt, &c. they the ſaid *A.* and *B.* his wife *Have*, and each of them *Hath* granted, &c. and by, &c. unto the ſaid *E.* and *F.* his wife, (in their actual poſſeſſion, &c. by virtue, &c. by the ſaid *A.* and *B.* his wife, &c.) and to the heirs and aſſigns of the ſaid *E.* for ever, *All* that, &c. [which ſaid meſſuage or tenement and premiſſes were (amongſt other things) bought and purchaſed of, and were conveyed to the aforeſaid *D.* ſince deceaſed, and his heirs, by ——— by indenture of leaſe and releaſe, the leaſe bearing date ——— and the releaſe the ——— and were by the ſaid *D.* deceaſed, in and by his laſt will and teſtament in writing, bearing date the ———, given and bequeathed to his ſon the ſaid *C.* and his heirs for ever] and the reverſion, &c. *To have and to hold* the ſaid ——— unto the ſaid *E.* and *F.* his wife, and the longer liver of them, and to the heirs and aſſigns of the ſaid *E.* for ever. *(Covenants from* A. *for himſelf and wife to* E. *and his wife, and to the heirs and aſſigns of* E. *that they will levy a fine to the uſe of* E. *and* F. *and the longer liver, and of the heirs and aſſigns of* E. *for ever: that they are ſeiſed in fee, and have power to grant; and that they ſhall peaceably enjoy, free from incumbrances; and laſtly, that* A. *and* B. *will make further aſſurance.* Vide Tit. *Covenants.)* *In witneſs*, &c.

Leaſe and Releaſe by Indorſement on Indentures of Leaſe and Releaſe, whereby an Infant Heir of one of the two Co-heirs of a Truſtee, by Virtue of the Act of 7th of Queen Anne, *and upon a Petition to his Honor, and in purſuance of his Order, Maſter's Report and ſubſequent Order, conveys Truſt Premiſſes to a Truſtee for the Purchaſor, and upon other Truſts*, &c.

Leaſe for a Year.

TO *all Perſons* to whom, &c. *T. D.* eſq; (grandſon and heir of the within named dame *E. D.* deceaſed) ſendeth greeting. *Know ye*, that for and in conſideration of the ſum of 5 *s.* of, &c. to the

the ſaid *T. D.* in hand paid by the within named *B. P.* at, &c. the receipt, &c. the ſaid *T D. Hath* bargained and ſold, *And* by theſe preſents *Doth* bargain and ſell unto the ſaid *B. P. All* and ſingular the meſſuages, &c. *(as in the following releaſe, changing the words* as granted and releaſed, *to* bargained and ſold *to)* and all the eſtate, &c. *To have and to hold*, &c. (*as in* habendum *of releaſe*) unto the ſaid *B. P.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during the term of one whole year from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore the rent of one pepper-corn only on the laſt day of the ſaid year, if the ſame ſhall be lawfully demanded, *To* the end, intent and purpoſe, that by force and virtue of theſe preſents, and of the ſtatute for transferring of uſes into poſſeſſion, the ſaid *B. P.* may be in the actual poſſeſſion of all and ſingular the hereby bargained and ſold meſſuages, lands, hereditaments and premiſſes, with their appurtenances, and may be thereby the better enabled to accept and take a grant and releaſe of the reverſion and inheritance thereof, unto and to the uſe of him the ſaid *B. P.* and his heirs. *In Witneſs* whereof the ſaid *T. D.* hath hereunto ſet his hand and ſeal this ——— day of ——— &c.

The Releaſe.

TO *all Perſons* to whom, &c. *T. D.* eſq; (grandſon and heir of the within named dame *E. D.*) ſendeth greeting. *Whereas* by an order made by the right honourable the maſter of the rolls, on or about the 28th day of *July* laſt paſt, in a certain cauſe then there depending between Sir *J. H.* bart. an infant, by his next friend, plaintiff, and and *E. P.* eſq; (party to the within written indenture) and others, defendants, ſetting forth, that by a petition preſented to his Honor by the ſaid *E. P.* the within recited indentures of the 11th and 12th of *Auguſt* 1709, whereby ſeveral manors, lands and hereditaments in the county of *W.* were by the within named Sir *J. H.* the plaintiff's grandfather, and *W.* ——— deceaſed, therein named, conveyed unto and to the uſe of the within named *T. H.* and his heirs, *To the uſe* of the ſaid Sir *J. H.* the grandfather for his life, and afterwards (amongſt other truſts therein expreſſed) that the ſaid *T. H.* and his heirs ſhould raiſe out of the ſaid truſt-eſtate ſo much money as ſhould be ſufficient to pay the ſame Sir *J.*'s debts; and after ſetting forth the within recited decree of the 7th of *February* in the 12th year of the reign of, &c. whereby it was ordered, that ſo much of the ſaid eſtate, as was ſufficient to pay the debts of the ſaid Sir *J.* the grandfather, ſhould be ſold to the beſt bidder, to be allowed of by a maſter therein, and that all parties ſhould join in the ſaid ſale, as the ſaid maſter ſhould direct; and after ſetting forth the within recited maſter's report of the 19th of *July* 1727, wherein the petitioner's father *E. P.* was reported the beſt purchaſor of part of the eſtate in the pariſh of *L.* in the ſaid report mentioned, (amongſt other things) for the ſum of ——— and that the ſaid report was afterwards abſolutely confirmed,

As to the petition and ſeveral other proceedings in chancery recited therein.

Note; the above named dame *E. D.* (among a great many others) was

party to this indenture of releaſe, but died before the executing thereof by ſome of the other parties.

firmed, and that the ſaid Sir *J. H.* the grandfather, *T. H.* and *E. P.* the father, were ſince dead; and that the within mentioned leaſe for a year, and the within written indenture of releaſe thereto, and on which this indorſement made could not be executed by all the parties thereto, for conveying of the within mentioned premiſſes to the ſeveral uſes by the ſame indenture of releaſe limited of and concerning the ſame, the within named dame *E. D.* (one of the ſiſters and coheirs of the ſaid *T. H.*) being lately dead, leaving *T. D.* her grandſon and heir, an infant of about 14 years of age, whereby the within mentioned truſt eſtate was become veſted in the ſaid *T. D.* the infant, and the within named *F. H.* and their heirs, (as the coheirs at law of the ſaid *T. H.*) to the uſes mentioned in the ſaid indenture of releaſe of the 12th of *Auguſt* 1709, and that in regard the ſaid *T. D.* was an infant, and by reaſon thereof could not join in any conveyance of the ſaid eſtate without the direction of the ſaid court for that purpoſe, *It was therefore prayed* by the ſaid petitioner *E. P.* and his Honor did thereby accordingly order the ſame to be referred to the within Mr. *K.* one of the maſters of the ſaid court to examine and certify whether the ſaid *T. D.* the infant was a truſtee within the true meaning of the act of parliament of the 7th of the late Queen *Anne*, [intitled, an act to enable infants who were ſeiſed or poſſeſſed of eſtates in fee, in truſt, or by way of mortgage, to make conveyance of ſuch eſtates], and after the maſter's report made, ſuch further order ſhould be made thereon as ſhould be juſt: *And whereas* the ſaid maſter, in purſuance of the ſaid order of the 28th of *July* laſt, by his report dated ——— now laſt paſt, (ſetting forth the laſt mentioned order) did thereby (among other things) certify that the ſaid truſt-eſtate in *I.* aforeſaid (being the premiſſes by the within written indenture ordered to be conveyed) was veſted in the ſaid *T. D.* the infant, and the ſaid *E. H.* and their heirs, (as the coheirs of the ſaid *T. H.*) and that the ſaid *T. D.* the infant was a truſtee within the intent and meaning of the act of parliament of the 7th year of the late queen *Anne*, in the ſame order mentioned: *And whereas* by a ſubſequent order made in the ſaid court, on or about the 31ſt day of *January* laſt paſt, (ſetting forth the ſaid order of the 28th of *July* laſt, and the ſaid maſter's report in purſuance thereof, dated the ſaid ——— laſt;) and the ſaid report being then read, his Honor did order, that the ſaid *T. D.* the infant ſhould, in purſuance of the ſaid act of parliament, join in the conveying of the premiſſes, in the ſaid maſter's report mentioned, unto the ſaid *E. P.* as in and by the herein above in part recited orders and report, duly entered and filed in the ſaid court of chancery, relation, *&c. Now know ye*, and theſe indorſed preſents witneſs, that by force and virtue of the above mentioned act of parliament, and in purſuance and in obedience to the laſt above recited orders, and for and in conſideration of the ſum of 10*s.* of lawful money of *Great Britain*, to the ſaid *T. D.* in hand paid by the within named *B. P.* at or before the executing hereof, the receipt whereof is by him hereby acknowledged, *He* the ſaid *T. D. Hath* granted, bargained, ſold, releaſed and confirmed, *And* by theſe preſents *Doth* grant, *&c.* unto the ſaid *B. P.* (in his actual poſſeſſion now being by virtue of a bargain and ſale to him thereof made by the ſaid *T. D.* for one year, in conſideration of the ſum of 5*s.* of lawful money, by an indorſement written upon the back of the within mentioned bargain and ſale for a year, bearing date the day next before the date of the within written

Prayer of petition and order thereon.

As to the maſter's report thereof.

As to the ſubſequent order for the infant's conveying.

Conſideration.

Grant.

Leaſe.

[illegible] indenture of releaſe, the ſame indorſement bearing date the day next before the day of the date hereof, and executed before the execution hereof, and by force of the ſtatute for transferring of uſes into poſſeſſion) and to his heirs, *All* and ſingular the within mentioned meſſuages or tenements, farms, lands, hereditaments and premiſſes, which ſtand by the within written indenture were or are therein mentioned to be granted, bargained, ſold, releaſed and confirmed, with their and every of their reſpective appurtenances, and the reverſion, *&c.* and all the eſtate, *&c. To have and to hold* the ſaid ſeveral meſſuages or tenements, farms, lands, hereditaments, and all and ſingular other the premiſſes herein before mentioned, and intended to be hereby granted and releaſed, with their and every of their appurtenances, unto the ſaid *A. P.* his heirs and aſſigns, *To*, for, and upon the ſeveral uſes, truſts, intents and purpoſes, *And ſubject* to the proviſo or power in the within indenture mentioned, limited, expreſſed and declared, of and concerning the ſame. *In Witneſs* whereof the ſaid *T. D.* hath hereunto ſet his hand and ſeal this ——— day of ——— in the year of our Lord, *&c.*

Premiſſes.

Habendum.

Uſe.

Another upon a Purchaſe, wherein two Truſtees' Names are made uſe of.

WHEREAS the names of them the ſaid *B. S.* and *J. T.* uſed in the within written indenture of releaſe, and in the within mentioned bargain and ſale for one year, were and are therein ſo uſed and by the ſpecial nomination and appointment of *A. B.* of, *&c.* and in truſt for her and her heirs only, and the ſeveral and reſpective ſums of 600, 300, and 300 *l* (amounting in the whole to the ſum of 1200 *l.*) within mentioned to be by the ſaid *B. S.* and *J. T.* paid for the purchaſe of the moiety of the within mentioned meſſuages, lands, tenements, hereditaments and premiſſes, was not their proper money, but the ſame was and is the proper money of her the ſaid ——— and by her duly paid, and previous to and before the conveying of the ſaid premiſſes to them the ſaid *B. S.* and *J. T.* it was by them agreed, that the ſame ſhould be by them reconveyed to her the ſaid ——— in ſuch manner as herein after is mentioned: *Now know ye*, and theſe indorſed preſents witneſs, that in purſuance and performance of the ſaid recited agreements, and in the diſcharge of the truſt ſo repoſed in them as aforeſaid, and alſo for and in conſideration of the ſum of 10*s.* a-piece of, *&c.* to them the ſaid *B. S.* and *J. T.* in hand, *&c.* the ſaid ——— at, *&c.* the receipt, *&c.* and for divers, *&c. They* the ſaid *B. S.* and *J. T.* *have*, and each of them *Hath* bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth* bargain, ſell, remiſe, releaſe and confirm unto the ſaid ——— (in her actual poſſeſſion, *&c. as in the preceding indorſement*) and to her heirs, *All* that the within mentioned moiety, or one full half part of and in all thoſe meſſuages, *&c.* which in and by the within indenture were thereby bargained and ſold unto them the ſaid *B. S.* and *J. T.* or meant, mentioned

tioned or intended ſo to be, with their and every of their appurtenances, and the reverſion, &c. and all the eſtate, &c. *To have and to hold* the ſaid moiety of the ſaid meſſuages, &c. with their and every of their appurtenances, unto the ſaid ——— to the only uſe and behoof of the ſaid ——— her heirs and aſſigns for ever; *And* the ſaid *B. S.* and *J. T.* each ſeparately and apart, for himſelf, his heirs, executors and adminiſtrators, and for his own acts only, and not jointly, or one for the other, or the acts of the other, do hereby promiſe, covenant and agree, to and with the ſaid ——— her heirs and aſſigns, by theſe preſents, that they the ſaid *B. S.* and *J. T.* or either of them, *Have* not, nor *Hath* at any time heretofore made, done, committed, or willingly ſuffered any act, matter or thing whatſoever, whereby, or by means whereof the hereby releaſed hereditaments and premiſſes, or any part thereof, are, is, or ſhall be any ways impeached, charged or incumbered in title, charge or eſtate, or otherwiſe howſoever. *In Witneſs* whereof they the ſaid *B. S.* and *J. T.* have hereunto ſet their hands and ſeal this ——— day of, &c.

Of a Freehold Eſtate to make a Tenant to a Præcipe, *with their Directions for inſerting a Covenant to ſuffer a Recovery, and a Declaration of the Uſes*, &c.

THIS *Indenture* of ſix parts, made, &c. *Between J. A.* of, &c. gent. ſon and heir of *R. A.* late of, &c. gent. deceaſed, who was nephew and deviſee of *T. R.* late of, &c. eſq; deceaſed, of the firſt part, Sir *B. A.* of, &c. bart. ſurviving truſtee of a term of 1000 years (in an undivided third part of the manor, lands and hereditaments hereafter mentioned, intended to be hereby extinguiſhed,) of the ſecond part, *R. R.* late of, &c. and of *D.* in the county of, &c. clerk, and *B. C.* of, &c. clerk, deviſees in the laſt will and teſtament and codicil of *T. G.* late of, &c. gent. deceaſed, who ſurvived *E. G.* of, &c. (being both named truſtees of the inheritance) of the third part, *S. M.* of, &c. widow, of the fourth part, *S. R.* of, &c. eſq; and *S. S.* of, &c. eſq; of the fifth part, and *W. E.* of, &c. gent. of the ſixth part, *Witneſſeth*, that for and in conſideration of the ſum of 110*l.* of lawful, &c. to the ſaid *J. A.* and the ſum of 110*l.* of, &c. to the ſaid *S. M.* (by the direction and for the proper debt of the ſaid *J. A.* in hand, &c. paid by the ſaid *S. R.* at, &c. making together the ſum of 220*l.* being for the complete purchaſe of an abſolute inheritance in fee-ſimple, of and in the manor, lands and hereditaments herein after limited, in uſe to the ſaid *S. R.* and *S. S.* ſubſequent to the intended recovery herein after mentioned: the ſeveral receipts whereof they the ſaid *J. A.* and *S. M.* do hereby ſeverally acknowledge accordingly, and thereof, and of every part and parcel thereof, do by theſe preſents ſeverally acquit, &c. the ſaid *S. R.* his heirs, executors and aſſigns, and every of them; and alſo in conſideration of 10*s.* a-piece of like money to the ſaid *J. A.* Sir *B. A. R. R.* and *B. G.* reſpectively in hand likewiſe paid by the ſaid

S. R.

S. R. and *S. S.* at, *&c.* the receipt and receipts whereof, *&c.* and for barring, cutting off and deſtroying all and all manner of eſtate and eſtates-tail, remainders and reverſions of and in the manor, *&c.* herein after mentioned, and for granting, ſettling and aſſuring of the ſame, to and for the uſes, intents and purpoſes herein after mentioned, *The* ſaid *J. A.* and alſo by his direction and appointment, and with the conſent of the ſaid *S. M.* teſtified by their being parties to and ſealing and delivering of theſe preſents, the ſaid Sir *B A. R. R.* and *B. G. Have* granted, bargained and ſold, releaſed and confirmed, and by theſe preſents the ſaid *J. A.* Sir *B. A. R. R.* and *B. G.* and each and every of them *Doth* grant, *&c.* unto the ſaid *S. R.* and *S. S.* (in their actual poſſeſſion, *&c.*) and to their heirs and aſſigns, *All* that, *&c. And* the ſaid *J. A.* for himſelf and his heirs, doth hereby grant to the ſaid *S. R.* and *S. S.* and their heirs, *All* deeds, evidences and writings touching or concerning the premiſſes or any part thereof, which he the ſaid *J. A.* hath or can come by without ſuit in law or equity; *To have and to hold* the ſaid manor, *&c.* and all and ſingular other the premiſſes herein before granted, releaſed and confirmed, or meant, *&c.* with their and every of their appurtenances, unto the ſaid *S. R.* and *S. S.* their heirs and aſſigns, *To the Uſe* and behoof of the ſaid *S. R.* and *S. S.* their heirs and aſſigns for ever, *To the Intent* to make them the ſaid *S. R.* and *S. S.* perfect tenants to the freehold of and in the premiſſes, againſt whom a common recovery may be had and ſuffered as herein after is mentioned; *And* for that purpoſe it is covenanted, declared and agreed, by and between all the ſaid parties to theſe preſents, that, *&c.* (*A recovery may be ſuffered,* vid. tit. Covenant; *and for the declaration of the uſes* vid. tit. Declaration. *Covenant from* J. A. *and that he, Sir* B. A. R. R. *and* B. G. *or one of them, is lawfully ſeiſed; and have power to releaſe; that the premiſſes, after the recovery ſuffered, ſhall remain to the uſe of* S. R. *and* S. S. *free from incumbrances; for further aſſurance; from Sir* B. A. *that he has not done any act to incumber the premiſſes; the like from* R. R. *and* B. G. Vid. tit. Covenants.) *In Witneſs,* &c.

Indentures of Leaſe and Releaſe, for levying a Fine and ſuffering a Recovery.

THIS *Indenture* of four parts, made, *&c. Between C. M.* of, *&c.* and *R.* his wife, late one of the four, and now one of the two (ſurviving) nieces of Sir *W. M.* deceaſed, late of, *&c.* named in his laſt will and teſtament, of the firſt part, *J. L.* of, *&c.* of the ſecond part, *J H.* of, *&c.* of the third part, part, and *S. W.* of, *&c.* ſpinſter of the fourth part. *Whereas* by virtue of the laſt will and teſtament of the ſaid Sir *W. M.* ſhe the ſaid *R.* became intitled to one fourth part of the meſſuages, lands, tenements,

ments, rents and hereditaments herein after mentioned, for the term of her life, with remainder to her firſt and other ſons in tail, with other remainders over, and by virtue of the ſaid will, and by the death of *M.* late wife of the ſaid *J. L.* without iſſue, ſhe the ſaid *R. M.* is become ſeiſed of and intitled unto an eighth part or a moiety of a fourth part of the ſaid meſſuages, lands, tenements, rents and hereditaments, *to the uſe* of the ſaid *R. M.* and the heirs of her body, with remainders over: *And whereas*, by certain indentures bearing date the day next before the day of the date of theſe preſents, the ſaid *C. M.* and *R.* his wife, *have* granted and demiſed to the ſaid *S. W.* the hereditaments herein after mentioned to be hereby granted and releaſed; *to hold* unto the ſaid *S. W.* her executors and aſſigns, from the day next before the day of the date thereof, for the term of 1000 years, at the yearly rent of a pepper-corn, with a proviſo for redemption of the ſame, as in the ſame indenture is mentioned: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum of 5 *s.* a-piece of good, *&c.* to the ſaid *C. M.* and *R.* his wife, in hand at, *&c.* well and truly paid by the ſaid *J. L.* the receipt, *&c.* the ſaid *C. M.* and *R.* his wife do hereby reſpectively acknowledge, *And* for barring, docking and deſtroying all eſtates-tail, reverſions and remainders thereon depending, of and in all and ſingular the hereditaments herein after mentioned to be hereby granted and releaſed, and for ſtrengthening, corroborating and confirming the before recited term of 1000 years, and for ſettling and aſſuring the ſaid hereditaments and premiſſes to and for ſuch uſe and uſes, eſtate and eſtates, intents and purpoſes as is and are herein after mentioned, expreſſed and declared of and concerning the ſame, *They* the ſaid *C. M.* and *R.* his wife *Have*, and each of them *Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth* grant, *&c.* unto the ſaid *J. L.* (in his actual poſſeſſion, *&c.*) and to his heirs *All* that moiety or half part of and in one full fourth part or ſhare of and in, *&c. To have and to hold* the ſaid ſeveral and reſpective parts and ſhares of the ſaid meſſuages, *&c.* and all other the premiſſes by theſe preſents granted and releaſed, or mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *J. L.* his heirs and aſſigns, *To the Uſe* and behoof of the ſaid *J. L.* his heirs and aſſigns, *To the Intent* and purpoſe, that as well by virtue of theſe preſents as of the fines agreed to be levied as herein after is mentioned, the ſaid *J. L.* may become a good and perfect tenant of the immediate freehold and inheritance of all and ſingular the before mentioned premiſſes, againſt whom common recoveries may be had, executed and perfected, as herein after is mentioned: *And* for the better and further conveying and aſſuring the ſaid ſeveral and reſpective parts and ſhares of the ſaid meſſuages, lands, tenements, rents and hereditaments, and all other the premiſſes unto the ſaid *J. L.* and his heirs, for the ſame intent and purpoſe as aforeſaid, it is hereby agreed by and between all the ſaid parties to theſe preſents, that the ſaid *C. M.* and *R.* his wife, ſhall and will, before the end of *Eaſter* term next enſuing the day of the date of theſe preſents, or as ſoon after as may be, in due form of law, acknowledge and levy fines *ſur conuzance de droit come ceo*, &c. before his majeſty's juſtices of the court of common pleas at *Weſtminſter*, with proclamations in ſuch caſe uſed and accuſtomed, unto the ſaid *J. L.*

Fine,

and recovery,

1 Fine.

. and his heirs, of the ſaid hereby granted and releaſed, or mentioned
be hereby granted and releaſed parts and ſhares, hereditaments and
miſſes, by ſuch apt and convenient name and names, quantities, qua-
ies, deſcriptions, and number of meſſuages, lands and things, as by
e ſaid *J. L.* his heirs or aſſigns, his or their counſel learned in the
w, ſhall be reaſonably deviſed, adviſed or required: which fines,
d all and every fine and fines heretofore had, levied or acknowledg-
, or hereafter to be had, levied or acknowledged, of the ſaid ſeveral
d reſpective parts and ſhares of the ſaid meſſuages, tenements, rents
d hereditaments, and all other the premiſſes, or any part thereof, ei-
er alone or together with any other meſſuage or meſſuages, lands, te-
ments or hereditaments, or parts or ſhares, or part or ſhare of ſuch
ſſuages, lands, tenements or hereditaments, by and between the ſaid
ties to theſe preſents, or any of them, either alone or together with
y other perſon or perſons, ſhall be and enure, and ſhall be conſtrued
d expounded, adjudged, deemed and taken, and ſo are and were
ant and intended to be and enure, and are hereby declared and
eed by and between all the ſaid parties to theſe preſents to be and
ure, *To the Uſe* and behoof of the ſaid *J. L.* and his heirs, *To the*
e to ſtrengthen, corroborate and confirm the eſtate hereby granted
d releaſed, or intended to be hereby granted and releaſed to the ſaid
L. and his heirs, and to make him a perfect and lawful tenant of the
old and inheritance of the ſaid ſeveral and reſpective parts and
es of all and ſingular the ſaid premiſſes hereby granted and releaſed,
mentioned to be hereby granted and releaſed, ſo that good and per
recoveries may be had and perfected againſt him for the ſame; *And* Recovery.
that intent and purpoſe it is hereby agreed by and between all the
ties to theſe preſents, that before the end of *Eaſter* term next enſu-
the day of the date hereof, or as ſoon after as may be, it ſhall and
y be lawful to and for the ſaid *J. H.* to ſue forth and proſecute out
his majeſty's court of chancery, writs of entry *ſur diſſeiſin en le poſt*,
urnable and to be returned before his majeſty's juſtices of the court of
mmon pleas at *Weſtminſter*, thereby demanding by apt and convenient
nes, quantities, qualities and deſcriptions, the ſaid ſeveral and reſpec-
e parts and ſhares of all and ſingular the premiſſes, with their and
ery of their appurtenances, againſt the ſaid *J. L.* to which ſaid writs
entry he the ſaid *J. L.* ſhall appear *gratis* either in his own proper
ſon, or by his attorney or attornies in that behalf lawfully authoriſed,
d ſhall vouch to warranty the ſaid *C. M.* and *R.* his wife, who ſhall
ear *gratis* in their own proper perſons, or by their attorney in that
alf lawfully authoriſed, and ſhall enter into warranty the common
uchee of the ſame court, who ſhall alſo appear, and after imparlance,
ll make default ſo as judgment ſhall and may be had and given there-
on, for the ſaid *J. H.* to recover the ſaid ſeveral and reſpective parts
d ſhares of the ſaid premiſſes againſt the ſaid *J. L.* and for him to re-
ver in value againſt the ſaid *C. M.* and *R.* his wife, and for them to re-
ver in value againſt the ſaid common vouchee, and ſuch further pro-
edings ſhall be had therein that good and perfect common recoveries
y be had and proſecuted, executed and perfected, in and upon the
d writs of entry in all things, according to the uſual courſe and form
common recoveries for aſſurance of land in ſuch caſes uſed; *And* it Uſes.
hereby covenanted, concluded, declared and agreed, by and between
all

all and every the ſaid parties to theſe preſents, for themſelves and their heirs, that from and immediately after the ſuffering and perfecting the ſaid common recoveries as aforeſaid, as well theſe preſents and the aſſurance and aſſurances hereby made, as alſo the ſaid recoveries ſo as aforeſaid, or any other manner, or at any other time or times ſuffered, or to be ſuffered, and all and every other common recovery or recoveries, fine or fines, conveyance and conveyances, aſſurance and aſſurances in the law whatſoever, heretofore had, made, levied, executed or ſuffered, or hereafter to be had, made levied, executed or ſuffered, of the ſaid hereditaments and premiſſes, or any part or parts thereof, either alone or together with any other meſſuages, lands, tenements or hereditaments, or any part or ſhare, or parts or ſhares thereof, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them are, is or ſhall be party or parties, privy or privies, either with or without any other perſon or perſons, ſhall be and enure, and ſhall be conſtrued, adjudged, expounded, deemed and taken, and ſo are and were meant and intended to be and enure, and are hereby declared, by all the ſaid parties to theſe preſents, to be and enure, and the recoveror or recoverors in ſuch recovery or recoveries named or to be named, and his and their heirs, and all and every other perſon and perſons whatſoever, ſhall ſtand and be ſeiſed of the ſaid ſeveral and reſpective parts and ſhares of the ſaid meſſuages, tenements, rents, hereditaments, and all and ſingular other the ſaid premiſſes mentioned to be hereby granted and releaſed, and every part and parcel thereof, to the proper uſe and behoof of the ſaid *S. W.* his executors, adminiſtrators and aſſigns, for and during the ſaid term of 1000 years, without impeachment of waſte; and for the better ſtrengthening, corroborating and confirming the ſame term, and immediately from and after the end or other ſooner determination of the ſame term of 1000 years and ſubject thereto, and as the ſame ſhall end and determine, then *To the Uſe* and behoof of the ſaid *C. M.* and *R.* his wife, and the ſurvivor of them, for and during their natural lives, and the life of the ſurvivor of them; and immediately from and after the deceaſe of ſuch perſon and perſons, then to and for ſuch eſtates, intents and purpoſes, as the ſaid *R. M.* notwithſtanding her coverture, by any deed, will or writing to be ſigned and ſealed by her the ſaid *R. M.* in the preſence of two or more credible witneſſes, ſhall direct and appoint, and in the mean time, and until and in default of ſuch direction and appointment, *To the Uſe* and behoof of *R. M.* and *P. M.* (daughters of the ſaid *C. M.* and *R. M.* (parties to theſe preſents) equally, and ſhare and ſhare alike, as tenants in common, and not as jointenants) and of the heirs of the reſpective bodies of the ſaid *R. M.* the daughter, and *P. M.* lawfully to be begotten; *And* if either of them the ſaid *R. M.* the daughter, and *P. M.* ſhall happen to depart this life, without iſſue of her body lawfully to be begotten; then as to the part or ſhare of ſuch daughter ſo dying without iſſue, *To the Uſe* of the other of the ſaid daughters, and the heirs of her body lawfully to be begotten; and upon the failure or default of iſſue of the bodies of both the ſaid *R.* the daughter, and *P. M.* then *To the Uſe* of *J. M.* ſon of the ſaid *C. M.* and *R.* his wife, and the heir of the ſaid *J. M.* lawfully to be begotten; and for default of ſuch iſſue, then *To the Uſe* of the heirs of the body of the ſaid *R. M.* party hereunto, lawfully

lawfully begotten or to be begotten; and for default of ſuch iſſue, then *To the Uſe* of *W. W.* ſon of *W. W.* deceaſed, (which ſaid *W. W.* the father, was the uncle of the ſaid *R. M.* party hereunto) and the heirs of the ſaid *W. W.* the ſon. *In Witneſs*, &c.

Releaſe from a Huſband and Wife and their Truſtees, to two Joint Purchaſors of a Manor, &c. *in conſideration of Mortgage Money paid off by the Purchaſors*, &c.

THIS *Indenture* of three parts, made, &c. *Between A. (the huſband* of, *&c.* and *F.* his wife, of the firſt part, *B.* and *C.* *(the truſtees)* of the ſecond part, and *D.* and *E.* of, *&c. (the purchaſors)* of the third part, *Witneſſeth*, that for and in conſideration, *&c. (of mortgage monies paid off by the purchaſors, by the direction of the huſband and truſtees)* in full of the ſeveral principal ſums of money and intereſt due on the reſpective indentures of mortgage herein after mentioned and expreſſed, made of ſeveral parts or parcels of the meſſuages, &c. hereafter in and by theſe preſents granted and conveyed for ſeveral terms of years, the reſidue of which ſaid reſpective terms of years are aſſigned, or intended to be aſſigned in truſt for the ſaid *D.* and *E.* their heirs and aſſigns; and in conſideration of the further ſum of ——— to the ſaid *A.* in hand, *&c.* by the ſaid *D.* and *E.* likewiſe truly paid, which ſaid ſeveral ſums of ——— and ——— make up and amount together to the ſum of ——— being the full ſum of money agreed to be paid by the ſaid *D.* and *E.* for the abſolute purchaſe of the manor, &c. herein after mentioned or intended to be granted, releaſed and confirmed, and the fee-ſimple and inheritance thereof, the receipt, *&c.* in conſideration of 5 *s.* a-piece of like money to the ſaid *B.* and *C.* in hand, *&c.* by the ſaid *D.* and *E.* well and truly paid, the receipt whereof they do alſo acknowledge; *The* ſaid *A.* and *A.* and likewiſe the ſaid *B.* and *C.* (at the requeſt and by the direction and appointment of the ſaid *A.* teſtified by his being a party to, and ſigning and ſealing of theſe preſents) *Have*, and each of them *Hath* granted, bargained, ſold, aliened, infeoffed, releaſed and confirmed, and by theſe preſents do, and each of them *Doth*, fully and abſolutely grant, *&c.* unto the ſaid *D.* and *E.* (in the actual poſſeſſion now being, of the manor, &c. herein after mentioned, or intended to be granted, releaſed and confirmed, by virtue of a bargain and ſale to them thereof made by the ſaid *A. B.* and *C.* in conſideration of 5 *s.* a-piece, by indenture bearing date, *&c.* for one whole year, commencing from the —— day of —— and by force of the ſtatute, *&c.)* and to the heirs and aſſigns of the ſaid *D.* and *E.* for ever, *All* that the manor, *&c.* (with the tit. *Parcels*) and the reverſion, *&c.* and all the eſtate, *&c.* together with all deeds, *&c. (as in* tit. *Parcels)*; *To have and to hold* the ſaid manor, *&c.* and all and ſingular other the premiſſes herein

before mentioned intended to be hereby granted, releaſed and confirmed, with their and every of their appurtenances, and every part and parcel thereof, unto the ſaid *D.* and *E.* their heirs and aſſigns for ever, to and for the only proper uſe and behoof of the ſaid *D.* and *E.* and of their heirs and aſſigns for ever; *(Covenant from the vendor and wife and their truſtees, to levy a fine to the uſes of the vendees, their heirs and aſſigns; from the huſband that he, the truſtees, or one of them, is ſeiſed in fee, and have power to grant,* &c. *and that the purchaſors ſhall quietly enjoy, free from incumbrances; for further aſſurance, and that the further aſſurance ſhall enure to the purchaſor; alſo a covenant from each truſtee that he has not incumbered,* ſee tit. *Covenant.)* *In Witneſs,* &c.

A Conveyance by Leaſe and Releaſe from a Mortgagor and his Mortgagees, to the Lord A. *and his Truſtee, of an Eſtate mortgaged in Fee,* &c.

THIS Indenture Tripartite, &c. *Between* Sir *J. M.* of, *&c.* vendor, and dame *P.* his wife of the firſt part, *W. F.* merchant, *W. D.* gent. and *T. R.* gent. (three of the executors of the laſt will and teſtament of *W. T.* eſq; deceaſed) *mortgagees,* of the ſecond part, and the right honourable *J.* Lord *A. (purchaſor)* baron of *A.* in the county of *S.* and *M. N.* of *London,* eſq; (a perſon nominated by and in truſt for the ſaid *J.* Lord *A.*) of the third part.

Recitals, *viz.*

Whereas by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the releaſe bearing date the 27th of, *&c.* and made, *&c.* between the ſaid Sir *J. M.* of the one part, and the ſaid *W. F. W. D.* and *T. R.* of the other part, in conſideration of the ſum of 2000 *l.* paid to the ſaid Sir *J. M.* as therein is mentioned, *The* capital meſſuage therein and herein after mentioned, and ſeveral cloſes of paſture, arable land, meadow ground, tithes and hereditaments therein and herein after particularly mentioned, *were* conveyed by way of mortgage, unto and to the uſe of the ſaid *W. F. W. D.* and *T. R.* their heirs and aſſigns, *ſubject* nevertheleſs to a proviſo on condition in the ſame indenture of releaſe contained for re conveying the ſaid capital meſſuage, cloſes, lands, tithes and hereditaments thereby conveyed as aforeſaid, unto the ſaid Sir *J. M.* his heirs and aſſigns, upon payment by him the ſaid *W. F. W. D.* and *T. R.* of the ſum of —— on certain days therein mentioned for payment thereof, and long ſince paſt: *And whereas* by indenture bearing date the third day of, *&c.* and made or mentioned to be made between the ſaid Sir *J. M* of the one part, and the ſaid *W. F. W. D.* and *T. R.* of the other part, (reciting the ſaid indentures of leaſe and releaſe) the ſaid Sir *J. M.* in conſideration of the further ſum of 500 *l.* (over and above the principal ſum of 2000 *l.* mentioned to be the conſideration in the ſaid indenture of

The mortgagee in fee.

Subject to redemption, *&c.*

A further ſum of 500 *l.* lent, for ſecuring whereof,

the

the releaſe) to him paid as therein is mentioned, *did* releaſe unto the ſaid *W. F. W. D.* and *T. R.* the ſaid proviſo in the ſaid indenture of releaſe contained, *and did* ratify and confirm the ſaid capital meſſuage, cloſes, lands, tithes, tenements and hereditaments, with the appurtenances, unto and to the ſaid *W. F. W D.* and *T R.* their heirs and aſſigns, freed and diſcharged from all proviſoes and agreements, for or concerning the redemption or reconveying of the ſaid capital meſſuage, tithes and hereditaments to the ſaid Sir *J M.* his heirs and aſſigns, (other than the covenants and agreements therein after mentioned), and in the ſaid indenture of the third of *December* 17——— is contained a proviſo, and the ſaid *W. F W. D* and *T R.* did thereby covenant, &c. that upon payment to them of 2562 *l.* 10*s.* by the ſaid Sir *J. M.* on certain days therein mentioned and now paſt, they the ſaid *W. F. W. D.* and *T. R.* would re-convey the eſtates and intereſt in the ſaid capital meſſuage, cloſes, lands, tithes, tenements and hereditaments, to the ſaid Sir *J. M.* his heirs or aſſigns, or to ſuch perſon or perſons as he and they ſhould direct, as in and by the before in part recited indentures, relation being thereunto reſpectively had, more at large may appear: *And whereas* there is now due unto the ſaid *W F W. D.* and *T. R.* upon or by virtue of the before recited ſecurities made to them for principal and intereſt, the ſum of 2870 *l.* *And whereas* the ſaid *J.* Lord *A.* hath contracted and agreed with the ſaid Sir *J. M.* for the abſolute purchaſe of the ſaid capital meſſuage, cloſes, lands, tithes, tenements and hereditaments, at and for the ſum of 5000 *l.* *Now this Indenture witneſſeth*, that for and in conſideration of the ſaid ſum of 2870 *l.* of, &c. to the ſaid *W. F. W. D.* and *T. R.* in hand paid by *J.* Lord *A.* (by the direction of the ſaid Sir *J. M.* teſtified by his being a party to, and ſigning and ſealing of theſe preſents) in full of the principal and intereſt monies due unto them, upon or by virtue of the ſaid ſecurities, or by virtue of any other ſecurities made of the ſaid capital meſſuage, cloſes, lands, tithes and tenements herein after mentioned; *And* for and in conſideration of the ſum of 2130 *l.* of like lawful money to the ſaid Sir *J. M.* in hand paid by the ſaid *J.* Lord A. at or before the ſealing and delivery of theſe preſents, the ſeveral and reſpective receipts of which ſaid ſeveral ſums of 2870 *l.* and 2130 *l.* making together the ſaid ſum of 5000 *l.* purchaſe monies) the ſaid *W. F. W. D.* and *T. R.* and *J. M.* do hereby reſpectively acknowledge, and thereof and therefrom do reſpectively acquit, releaſe and diſcharge the ſaid *J* Lord *A.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents; *Which* ſaid ſum of 5000 *l.* is hereby declared to be in full for the abſolute purchaſe of the capital meſſuage, cloſes, lands, tithes, tenements and hereditaments herein after mentioned and intended to be hereby granted and releaſed, *And* is the ſame ſum of 5000 *l* mentioned as the conſideration money in one indenture of bargain and ſale, bearing even date with theſe preſents, and made between the ſame parties as are to theſe preſents, and intended to be inrolled in her majeſty's high court of chancery; *And* alſo for and in conſideration of the ſum of 10 *s.* of like lawful money to the ſaid Sir *J. M. W. F. W. D.* and *T. R.* in hand paid by the ſaid *J.* Lord *A.* and *M. N.* the receipt whereof is by them hereby likewiſe acknowledged, he the ſaid Sir *J. M.* (at the requeſt of the ſaid *J.* Lord *A.* teſtified by his being a party to and executing of theſe preſents) *Hath* granted,

Releaſe of the proviſo in firſt indenture, and ratification of premiſſes to mortgagees, &c.

Diſcharged of proviſoes, &c.

Covenant for mortgagees to re-convey on payment of principal and intereſt.

Money due to mortgagees for principal and intereſt.

Purchaſe.

Contract.

Conſiderations

Part to mortgagees in full, &c.

Reſidue to vendor,

in full for purchaſe, &c.

The ſame conſideration as in a deed, to be inrolled 10*s.* paid by his lordſhip and his truſtees.

Grant from vendor.

granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm, and at the like requeſt, teſtified as aforeſaid, and by the direction and appointment of the ſaid Sir *J. M.* (teſtified alſo by his being a party to, and ſigning and ſealing of theſe preſents) the ſaid *W. F. W. D.* and *T. R. Have* and each and every of them *Hath* bargained, ſold, releaſed and confirmed, and by theſe preſents *Do*, and each and every of them *Doth* bargain, ſell, releaſe and confirm unto the ſaid *J.* Lord *A.* and *M. N.* (in their actual poſſeſſion now being by virtue of a bargain and ſale to them thereof made by the ſaid Sir *J. M. W. F.* and *T. C.* for one year, in conſideration of 5 *s.* of lawful money, by indenture bearing date the day next before the day of the date of theſe preſents, and made between the ſaid Sir *J. M. M. F. W. D.* and *T. R.* of the one part, and the ſaid *J.* Lord *A.* and *M. N.* of the other part, and by force of the ſtatute made for transferring of uſes, into poſſeſſion) and their heirs, *All* that capital meſſuage, together with all ways, waters, *&c.* and all other the meſſuages, lands, tithes, tenements and hereditaments whatſoever of him the ſaid Sir *J. M.* or of the ſaid *W. F. W. D.* and *T. R.* as mortgagees of the ſaid Sir *J. M.* or of any other perſon or perſons in truſt for the ſaid Sir *J. M.* or whereof or wherein he hath any eſtate in law or equity, or any equity of redemption, ſituate, lying, *&c.* and the reverſion, *&c.* and alſo all the eſtate, *&c.* and all deeds, *&c. To have and to hold* the ſaid capital meſſuage, *&c.* and all and ſingular other the premiſſes herein before mentioned and intended to be hereby granted and releaſed, with their and every of their appurtenances, unto the ſaid *J.* Lord *A.* and *M. N.* their heirs and aſſigns, *To the Uſe* of the ſaid *J.* Lord *A.* and *M. N.* their heirs and aſſigns for ever; *In Truſt nevertheleſs*, as to the eſtate of the ſaid *M. N.* and his heirs, to and for the only uſe and benefit of the ſaid *J.* Lord *A.* and his heirs; *And, &c. (Covenant from Sir* J. *that he and his lady will levy a fine; declaration to be had to the uſe of himſelf and his truſtees, in truſt as to the eſtate of* M. N. *for the only uſe of the ſaid Lord A. Sir* J. *covenants; lawfully ſeiſed; good right; quiet enjoyment; free from incumbrances, except the recited ſecurities; a leaſe,* &c. *further aſſurance, except ſuch perſons as may claim under the leaſe, excepted. In Witneſs,* &c.

Releaſe from the mortgagees.

Leaſe for years, *&c.*

Parcels.

General words of all meſſuages, *&c.* of Sir *J.* and his mortgagees in poſſeſſion of *A.* and *B.* in, *&c.*

Reverſion, *&c.*

and all deeds, *&c.*

Habendum.

As to the eſtate to truſtee, *&c.* in truſt for his lordſhip.

A Releaſe

A Releaſe and Confirmation of Lands from a Mortgagee with the Aſſent of the Mortgagor (he having paid off the Mortgage Money) to a Purchaſor, in purſuance of a Decree in Chancery.

THIS *Indenture*, made, &c. *Between E. B.* (*the mortgagee*) of, &c. of the firſt part, the reverend *R. L.* of, &c. and *L.* his wife, (*the mortgagors*) of the ſecond part, and the right honourable *E.* earl of, &c. and ——— executors and truſtees named in the laſt will and teſtament of the moſt noble *J.* duke of, &c. deceaſed, of the third part. *Whereas*, &c. (*recital of a mortgage to* E. B.) *And whereas* the ſaid *R. L.* hath paid to the ſaid *E. B.* the ſum of, &c. in full for principal and intereſt due on the ſaid recited mortgage; *And whereas* the ſaid *E.* earl of, &c. and, &c. have, purſuant to an order of the high court of chancery, purchaſed of the ſaid *R. L.* and *L.* his wife, (together with the manor of *C.*) *All* and ſingular the ſaid meſſuage, &c. in the ſaid recited indenture contained, for the ſum of, &c. *Now this Indenture witneſſeth*, that for the conſideration aforeſaid, and in conſideration of the ſum of 10*s.* to the ſaid *E. B.* in hand, &c. the receipt, &c. and for divers, &c. *He* the ſaid *E. B.* *Hath* granted, bargained, ſold and releaſed, and the ſaid *R. L.* and *L.* his wife, *Have* and each of them *Hath* ratified and confirmed, and by theſe preſents *Doth* (by the direction and appointment of the ſaid *R. L.* and *L.* his wife, teſtified, &c.) bargain, &c. and the ſaid *R. L.* and his wife *Do*, and each of them *Doth* ratify and confirm unto the ſaid *E.* earl of, &c. and, &c. (in their actual, &c. from the ſaid *E. B.* and *R. L.* and *L.* his wife, for, &c.) and their heirs, *All* and ſingular the ſaid, &c. to him the ſaid *E. B.* and his heirs, in and by the ſaid recited indentures of leaſe and releaſe bargained, &c. as aforeſaid, with their and every of their appurtenances, and the reverſion, &c. and all the eſtate, &c. of them the ſaid *E. B.* and *L.* his wife, and every of them, in and to the ſame premiſſes, and every part, &c. *To have and to hold* the ſaid, &c. and all and ſingular other the premiſſes hereby bargained, &c. ratified and confirmed, or meant, &c. with their, &c. unto the ſaid *E.* earl of, &c. and, &c. their heirs and aſſigns, *To* the only uſe and behoof of them the ſaid *E.* earl of, &c. and, &c. their heirs and aſſigns for ever. (*Covenant from* E. B. *that he has done no act of incumbrance*). *In Witneſs*, &c.

Releaſe

Releaſe from the Heir, and Widow of the deceaſed, of a Manor, &c. in purſuance of a Decree in Chancery, for Sale before a Maſter; where each received their Proportion of the Conſideration Money, and other Part is paid to diſcharge a Mortgage and a Judgment, which are aſſigned to protect the Title.

THIS *Indenture Tripartite*, made, &c. *Between A.* of —— brother and heir of *B* late of —— deceaſed, of the firſt part, *C.* of —— widow, relict of the ſaid *B.* of the ſecond part, and *D.* —— of the third part. *Whereas* in a cauſe depending in the high court of chancery, between the ſaid *C.* complainant, and the ſaid *A.* and others defendants, it is by a decree of the court, made on *Wedneſday* the —— in the —— year of the reign of —— ordered, that the manor, lands and premiſſes, hereunder granted, ſhould be ſold to the beſt purchaſor, to be approved of by one of the maſters of the ſaid court, and that all perſons concerned ſhould join in the ſale thereof, and the ſaid *D* is by the maſter certified to be the beſt purchaſor, at and for the ſum or price of —— *l.* as by the ſaid maſter's certificate may appear; and thereupon the ſaid premiſſes, and the fee-ſimple and inheritance thereof, are, in purſuance of the ſaid decree of the ſaid court, to be conveyed and aſſured unto the ſaid *D.* his heirs and aſſigns: *Now therefore this Indenture witneſſeth*, that for and in conſideration of the ſum of —— of lawful, &c. to the ſaid *A.* and of the ſum of —— to the ſaid *C.* in hand, at, &c. by the ſaid *D.* well, &c. the receipt, &c. which ſaid, &c. (as in tit. *Conſideration*); they the ſaid *A.* and *C. Have* granted, &c. and by, &c. *Do*, and each of them *Doth* grant, &c. unto the ſaid *D.* in actual poſſeſſion, &c. by indenture *tripartite*, &c and to the heirs and aſſigns of the ſaid *D.* for ever, *All* that, &c and the reverſion, &c. and all yearly and other rents, &c and alſo all the eſtate, &c. together with all and ſingular deeds, &c. *To have and to hold*, &c. *Covenants from* A. *that he is lawfully ſeiſed, hath right to convey, and that* D. *ſhall peaceably enjoy, free from incumbrances, (except a mortgage and judgment, which are aſſigned by the direction of* D. *in truſt for him, and except a leaſe*, &c.) *and from* C. *for peaceable enjoyment, free from incumbrances, (except as before) and from* A. *and* C. *to make further aſſurance to enure to the purchaſor. In Witneſs*, &c.

Recital of the decree.

Conſideration.

Peruſed by Sir *E. N.* for the purchaſor, and by Mr. *C.* for the widow, who ſaid, that ſhe was (or ought) not to covenant againſt her huſband's act, or any others but her own, nor to give a warranty.

Releaſe

Releaſe from the Heir, Truſtees, Legatees, and Creditors of the Teſtator, of Part of Lands (ordered to be ſold before a Maſter in Chancery) which were charged by Will, for the Payment of his Debts and Legacies. The Conſideration Money paid to one of the Creditors in Part of his Debt.

THIS *Indenture of four parts*, made, &c. *Between A* of ——— widow and relict of *B.* late of ——— deceaſed, *C.* of ——— eldeſt ſon and heir of the ſaid *B* deceaſed, *F.* of ——— ſon of the ſaid *B.* deceaſed, *G.* of ——— and *H. C.* his wife, daughter of the ſaid *B.* deceaſed, of the firſt part, *D.* of ——— of the ſecond part, *J.* of ——— and *K.* of ——— of the third part, and *E.* of ——— of the fourth part. *Whereas* the ſaid *B.* deceaſed, by the name of ——— did by his laſt will and teſtament in writing, bearing date, *&c.* deviſe to the ſaid *A. D.* and *L.* (ſince deceaſed) and their heirs, all his freehold meſſuages, *&c.* upon truſt that they the ſaid truſtees ſhould ſtand ſeiſed thereof, in the firſt place, to permit the ſaid *A.* his wife, to receive the rent for her life, 80 *l. per ann.* by quarterly payments; and, in the next place, that his ſaid eſtate ſhould ſtand charged (in caſe his perſonal eſtate ſhould fall ſhort of doing thereof) with the payment of 1200 *l.* to his ſon the ſaid *F.* and with 600 *l.* to his daughter, then *H. S.*'s widow, and now *H. G.* wife of the ſaid *G.* to be paid to them in ſuch manner as therein is mentioned; and after payment of his ſaid childrens portions, or ſo much thereof as his perſonal eſtate ſhould fall ſhort of paying and charged therewith, the ſaid *B.* deceaſed, did thereby declare the ſaid truſtees ſhould ſtand ſeiſed thereof, in truſt for his eldeſt ſon the ſaid *C.* for his life, and after his deceaſe, in truſt for the eldeſt ſon of his ſaid ſon *C.* lawfully to be begotten, and the heirs of his body lawfully to be begotten, and ſo to all other the ſon and ſons of the ſaid *C.* lawfully to be begotten, ſeverally and ſucceſſively, according to ſeniority, and the heirs of their reſpective bodies iſſuing; and for want of ſuch iſſue male of the ſaid *C.* then the ſaid truſtees ſhould be ſeiſed of the ſaid premiſſes in truſt for the ſaid *F.* for his life, and after his deceaſe, then in truſt for the firſt ſon of the ſaid *F.* and the heirs of his body; and for default of ſuch iſſue, then in truſt for all the other ſon and ſons of the ſaid *F.* ſeverally and ſucceſſively, and the heirs of their reſpective bodies iſſuing, with other remainders over; and hath therein willed, that notwithſtanding any deviſe, truſt or limitation therein abovementioned, his ſaid truſtees, the ſurvivor or ſurvivors of them, ſhould and might (in caſe the portions therein abovementioned ſhould not be raiſed by or out of his perſonal eſtate, as the ſame ſhould become due), ſell and diſpoſe of the inheritance of ſo much of the ſaid lands ſo deviſed unto them in truſt, which to them ſhould ſeem fitting, as with the

the money raiſed by ſale thereof ſhould be ſufficient to pay and diſcharge the ſame, which lands ſo ſold ſhould be free and clear of and from the annuity of 80*l.* *per ann.* and of the truſts and intails therein above mentioned, any thing therein contained to the contrary notwithſtanding; and did thereby charge his perſonal eſtate, not therein ſpecially diſpoſed of, with the payment of his debts, and particulars therein given; and in the next place, with the ſaid 1200*l.* and 600*l.* as far as the ſame would go, and gave the reſt of his perſonal eſtate, not therein otherwiſe diſpoſed of, to his ſaid ſon the ſaid *C.* and made the ſaid *A. C. F.* and *H. G.* executors of his ſaid will; *And* by a codicil annexed thereto, dated, *&c.* the ſaid teſtator charged the ſaid eſtate with a further ſum of 8000*l.* to the ſaid *F.* and 400*l.* to the ſaid *H. G.* as by the ſaid will and codicil, relation being thereunto reſpectively, *&c.* *And whereas* the ſaid *G.* and *H* his wife, and the ſaid *F.* in order to be paid their reſpective legacies, did exhibit their bill in the high court of chancery againſt the ſaid *C. M.* and *N.* his two ſons, infants, the ſaid *A. D.* and *R.* unto which ſaid bill all the defendants anſwered, and the court, on or about the ——— day of ——— on hearing of the ſaid cauſe, did decree, that the ſaid *C.* and the only acting executor, ſhould come to an account before ——— one of the maſters of the ſaid court, for the perſonal eſtate of the ſaid teſtator *E.* come to his hands, or to the hands of any other perſon for his uſe; and the ſaid maſter was thereby ordered to take an account what the debts and legacies of the ſaid teſtator amounted to, and whether the perſonal eſtate of the ſaid teſtator would be ſufficient to pay the ſame; and if it ſhould appear that the ſaid perſonal eſtate was not ſufficient to ſatisfy the ſaid debts and legacies, then it was thereby further ordered, that the ſaid maſter ſhould look into the ſaid teſtator's real eſtate, and certify to the ſaid court what part thereof was fit to be ſold or mortgaged, to raiſe money to pay what the perſonal eſtate ſhould fall ſhort of ſatisfying: *And whereas* the ſaid maſter by his report, dated on or about the ——— in purſuance of the ſaid order of the ——— day of ——— certified to the court, that the whole perſonal eſtate of the ſaid teſtator then received and come to the hands of the ſaid *C.* amounted to 3270*l.* 13*s.* 6*d.* and that the ſaid defendant *C.* had, ſince the teſtator's death, paid ſeveral ſums of money for and on account of the ſaid teſtator's debts, legacies and other matters relating to the ſaid executorſhip, amounting to 2658*l.* 4*s.* which being allowed to the ſaid defendant *C.* and deducted out of the ſaid perſonal eſtate come to his hands, doth reduce the ſame to the ſum of 612*l.* 3*s.* 6*d.* and that there then remained unpaid to the ſaid *G.* the ſaid legacy of 1000*l.* and a debt of 500*l.* both amounting to 1500*l.* to the ſaid *J.* 1200*l.* to the ſaid *F.* 1300*l.* to the aforeſaid *K.* 300*l.* and to the ſaid *A.* 200*l.* all amounting to 4600*l.* which is more by 3987*l.* 10*s.* 6*d.* than the ſaid perſonal eſtate in the hands of the ſaid *C* was ſufficient to ſatisfy, and thereby certified the particulars of the ſaid teſtator's real eſtate in the ſaid county of ——— charged by his ſaid will with the payment of ſuch of his debts and legacies, as his perſonal eſtate ſhould fall ſhort to ſatisfy; and that the ſame amounted in the whole to 325*l.* 10*s.* *per ann.* and that it ſhould be for the advantage of the defendant to mortgage or ſell the whole eſtate for payment of the ſaid teſtator's debts and legacies remaining unſatisfied: *And whereas* the ſaid ——— on or about the ——— day of ——— upon hearing the ſaid cauſe upon the ſaid maſter's

Codicil.

Decree.

Maſter's report.

Order for confirming the report.

maſter's report did order and decree that the ſaid 3987 *l.* 10 *s.* 6 *d.* ſhould be raiſed by ſale or mortgage of the ſaid teſtator's eſtate, and it was thereby referred to the ſaid maſter to ſee the ſame either ſold or mortgaged, as he ſhould judge moſt for the advantage of the parties intereſted therein; and in caſe a ſale ſhould be made of the ſaid eſtate, or any part thereof, for raiſing the ſaid money, it was thereby further ordered, that the ſaid maſter ſhould allow of a purchaſor, and ſee the ſurplus of the money ariſing by ſuch ſale, over and above what ſhould ſatisfy the ſaid demands and pay the coſts of the ſaid ſuit, diſpoſed of according to the intent and meaning of the teſtator's ſaid will: *And whereas* ——— one of the maſters of the ſaid court (to whom the ſame reference was referred) hath by his report dated on or about the ——— day of ——— allowed the ſaid *E.* to be the beſt purchaſor of the ——— herein after mentioned, and hereby granted and releaſed, or mentioned or intended ſo to be, (which ſaid eſtate is part of the ſaid eſtate deviſed by the ſaid teſtator's will) at the rate of 470 *l.* which ſaid laſt mentioned report hath been ſince confirmed and made abſolute by two ſeveral orders of the ſaid court; the one dated on or about the ——— and the other on or about the ——— as by the ſaid ſeveral decretal orders, reports and other orders, relation being thereunto had, *&c. Now this Indenture witneſſeth*, that for and in conſideration of the ſaid ſum of 470 *l.* of, *&c.* by the ſaid *E.* to the ſaid *J.* at or before the ſealing, *&c.* (by the direction and appointment of the ſaid *C.* and with the conſent of the ſaid *A. F. G.* and *H.* his wife, and *K.* teſtified by their ſigning and ſealing thereof) well and truly paid for and in part of the ſaid debt of 1300 *l.* ſo as aforeſaid due and owing to him the ſaid *J.* by and from the ſaid *B.* deceaſed, or from his heirs, and in conſideration of 5 *s.* a-piece of like lawful money to the ſaid *A. C. G. F.* and *H.* his wife, *D.* and *K.* reſpectively, by the ſaid *J.* likewiſe well and truly paid, the receipt, *&c.* they the ſaid *A. C. F.* and *H.* his wife, *D.* and *K. Have* and each of them *Hath* granted, and by theſe preſents, in obedience to and purſuance of the ſaid ſeveral decretal order of the ſaid court of chancery dated on or about the ſaid ——— and by and with the conſent, direction and appointment, of the ſaid *J.* teſtified, *&c.* and likewiſe the ſaid *J. Doth*, and each and every of them *Doth* grant, *&c.* unto the ſaid *E.* (in his actual poſſeſſion, now by them the ſaid *A. C.* and *D.* in conſideration of 5 *s.* a-piece by him paid, *&c.*) and to the heirs and aſſigns of the ſaid *E.* for ever, *All* the ſaid eſtate, *&c.* and the reverſion, *&c.* and alſo all the eſtate, *&c.* of them the ſaid *A. C. F. G.* and *H.* his wife, *D. J.* and *K.* and every or any of them, or any other perſon or perſons in truſt for them, or any of them, or for their or any of their uſe or uſes, or, in, to or out, *&c.* by force, virtue or means, of the ſaid recited laſt will of the ſaid *B.* deceaſed, or by any other ways or means, right, or title whatſoever the ſame ſhall be howſoever, together with all and ſingular deeds, *&c. To have and to hold*, *&c.* (*as uſual*) *And*, &c. (*C's warranty againſt himſelf and all other perſons; covenant from* A. C. F. G. *and* D. *that the ſaid* A. C. F. G. *and* H. *his wife, and* D. *ſhall levy a fine from the widow and heirs, that they have not incumbered; from the heir, that he, the widow and truſtee, is ſeiſed in fee; that they and the legatees have power to grant, and that the vendee ſhall quietly enjoy; and laſtly, that all the vendors will make further aſſurance.* Vide Tit. *Covenants*,) *In Witneſs*, &c.

Report for allowing the purchaſor,

and confirmation thereof.

Conſideration.

Grant.

Parcels.

Habendum.

Peruſed by Mr. *Myaſhull.*

Releaſe

Releaſe from Deviſees in Truſt, and a Legatee, of ſeveral Meſſuages, mortgaged by the Teſtator (who deviſed the ſame to be ſold for the Payment of the Mortgage-Money, and the Surplus to the Legatees) to the Mortgagee, who paid the Conſideration for the Equity of Redemption to the Legatees, by Direction of the Truſtees.

THIS *Indenture of Three parts*, made, &c. *Between A.* of ——— (ſurviving deviſee named in and by the laſt will and teſtament of *B.* late of, &c. deceaſed) of the firſt part, *C.* of ——— (the only brother of *D.* late of ——— formerly the huſband of the ſaid *B.* alſo deceaſed) *E.* of ——— and *M.* his wife, ——— *F.* of ——— and *N.* his wife, and *G.* of ——— and *O.* his wife, (which ſaid *M.* wife of the ſaid *E.* *N.* wife of the ſaid *F.* and *O.* wife of the ſaid *G.* are the three daughters of the ſaid *C.*) of the ſecond part, and *H.* of ——— (*the mortgagee, and now purchaſor of the equity of redemption*) of the third part. *Whereas* the ſaid *B.* deceaſed, did make her laſt will and teſtament in writing bearing date ——— and did thereby, amongſt ſeveral other gifts and bequeſts, give, deviſe and bequeath unto *P.* of ——— and the aforeſaid *A.* (by the name of *A.* of ———) &c. (*Upon truſt to ſell the premiſſes to pay off the mortgage money, and the ſurplus to be put out at intereſt for the ſole benefit of C. for life, and after his death ſuch ſurplus to be equally divided amongſt his three daughters*); *And* the ſaid *B.* did name and appoint the ſaid *P.* and *A.* executors of her ſaid will, as thereby, relation, &c. amongſt other things, &c. appear: *And whereas* the ſaid *P.* is ſince deceaſed: *And whereas* the ſaid *H.* hath agreed for the abſolute purchaſe of the ſaid meſſuages and premiſſes: *Now this Indenture witneſſeth*, that for and in conſideration of 5 *s.* of lawful, &c. to the ſaid *A.* and of the ſum of 13 *l.* 5 *s.* of like money to the ſaid *C.* and of the ſum of 13 *l.* 5 *s.* of like money to the ſaid *E.* and *M.* his wife, and of the like ſum of 13 *l.* 5 *s.* of, &c. to the ſaid *F.* and *N.* his wife, and of, &c. (*the like* to the ſaid *G.* and *O.* his wife, by the ſaid *H.* well and truly paid, by the direction of the ſaid *A.* ſurviving executor of the ſaid *B.* as aforeſaid, teſtified, &c. making together the ſum of 53 *l.* which, together with the ſum of 52 *l.* due and owing for principal and intereſt upon the indenture of demiſe or mortgage of the ſaid premiſſes made by the ſaid *B.* deceaſed, makes in all the ſum of 105 *l.* and is in full for the abſolute purchaſe of the ſaid meſſuages and premiſſes aforeſaid, and herein after mentioned to be ſold and releaſed; and is alſo in full of and for all or any ſum or ſums of money, and other benefit and advantage accruing, given or payable to them the ſaid *C.* and his aforeſaid three daughters, or any of them, out of, for or in reſpect of the ſaid premiſſes, or by ſale thereof, by the

the ſaid will of the ſaid *B.* deceaſed, or otherwiſe howſoever, the receipt of which ſaid ſeveral and reſpective ſums of money the ſaid *A.* &c. do hereby ſeverally and reſpectively acknowledge, and thereof, &c. he the ſaid *A.* in purſuance of the truſt in him repoſed in and by the ſaid will, and likewiſe the ſaid *C. E* and *M.* his wife, *F.* and *N.* his wife, *G.* and *O.* his wife, *Have* and each of them *Hath* granted, &c. and by, &c. unto the ſaid *H.* (in the actual poſſeſſion, &c. by virtue, &c. to him thereof made by the ſaid *A. C. E. F.* and *G.* in conſideration of 5 *s.* a-piece, &c. by indenture *tripartite*, bearing date, &c and made between the ſaid *A.* of the firſt, the ſaid *C. E. F.* and *G.* of the ſecond part, and the ſaid *H.* of the third part, and by force, &c.) and to the heirs and aſſigns of the ſaid *H.* for ever, *All* thoſe, &c. and the reverſion, &c. and alſo all the eſtate, &c. together with all and ſingular deeds, &c. *To have and to hold*, &c (*as uſual*): *And*, &c. (*Warranty from* A. C. E. F. *and* G. *and then covenants from* A. *for himſelf, his heirs and aſſigns, and the ſame for* F G. *and their wives*, &c. *that ſome of them is ſeiſed in fee, and have power to grant; and that* H. *his heirs and aſſigns may peaceably enjoy, free from incumbrances; and that they will make further aſſurance, &c to ſame to the purchaſor.*) *In Witneſs*, &c.

Releaſe from Huſband and Wife, and their Truſtee, (with the Conſent of the Wife's Mother) purſuant to a Settlement before Marriage, on the Huſband and Wife, and for ſeveral Uſes, but revocable during their joint Lives, with Liberty to mortgage or ſell the Premiſſes with ſuch Conſent.

THIS *Indenture, of Three parts* made, &c. *Between A.* of ——— and *D.* his wife, one of the daughters of *E.* late of ——— deceaſed, and *B.* of ——— of the firſt part, *F.* widow and relict of the ſaid *E.* of the ſecond part, and *C.* of ——— of the third part. *Whereas* by indenture *tripartite*, made, &c. between the ſaid *E.* and *F.* his wife, of the firſt part, the ſaid *B.* of the ſecond part, and the ſaid *A.* and *D* his wife of the third part, [*Reciting therein*, (*that the premiſſes hereby releaſed were conveyed to one* G. (*ſince deceaſed*) *and ſaid* B. *in truſt for ſaid* E. *and that* E. *by ſeveral indentures declared ſeveral truſts, with power of revocation, and that* E. *by indenture dated before ſaid indenture* tripartite, *revoked the ſaid truſts, and limited other truſts, with the like power of revocation, and to declare new truſts; and further reciting the marriage had between ſaid* A. *and* D.) *and the ſaid* E. *by ſaid recited indenture* tripartite, *in purſuance of articles of agreement therein alſo recited, revoked the truſts declared, and declared that* B. *ſhould ſtand ſeiſed in truſt for* E. *and his aſſigns during his life, then for* A. *during his life, then for* D. *and his wife and her aſſigns for her life, and after their death, in truſt for their children*, &c. *and that the ſaid* A. *and* D. *during their joint lives*

Recitals.

Of ſettlement before marriage.

lives might ſell or mortgage the premiſſes, and for that purpoſe ſhould have power to revoke the truſts appointed, and limit new truſts, ſo that ſuch ſale or mortgage be made during the lives and with the conſent of the ſaid E. *and* F. *or the ſurvivor :*] *And whereas* the ſaid *E.* has ſince departed this life : *And whereas* the ſaid *C.* hath agreed with the ſaid *A.* and *D.* his wife, for the buying and purchaſing of the aforeſaid ——— *Now* therefore to the intent, and for making the ſale thereof accordingly, *This Indenture witneſſeth*, that the ſaid *A.* and *D.* his wife, by and with the conſent and approbation of the ſaid *F.* teſtified by her being a party to, and ſigning and ſealing theſe preſents in the preſence of three witneſſes indorſing their names thereon, according to the power to them reſerved and given, in and by the ſaid recited indenture as aforeſaid, *Do* by theſe preſents, ſealed, ſigned and executed by them, in the preſence of the three witneſſes indorſing their names thereon, abſolutely revoke, determine and make void, all and every the truſt and truſts declared, limited or appointed of and concerning the aforeſaid ——— with the appurtenances, for the children of them the ſaid *A.* and *D.* his wife, and their iſſue, as in the ſaid recited indenture is mentioned. *And this Indenture further witneſſeth*, that for and in conſideration of the ſum of ——— of, *&c.* to the ſaid *A.* and *D.* his wife, or one of them, in hand, at, *&c.* by the ſaid *C.* well, *&c.* and in conſideration of 5 *s.* of like money, to the ſaid *B.* in hand, *&c.* by the ſaid *C.* likewiſe paid, the receipt, *&c.* the ſaid *A.* and *D.* his wife, and (by their direction, conſent and appointment, teſtified by their ſigning and ſealing theſe preſents) the ſaid *B. Have* bargained, ſold, enfeoffed, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth* (by and with the conſent and approbation of the ſaid *F.* teſtified by her being a party to, and ſigning and ſealing theſe preſents in the preſence of three witneſſes thereto, and whoſe names are indorſed thereon) fully and abſolutely bargain, *&c.* unto the ſaid *C.* (in the actual poſſeſſion, *&c.* by virtue, *&c.*) by the ſaid *A.* and *B.* in conſideration of 5 *s.* a-piece, (of lawful, *&c.* by indenture, *&c.* and to the heirs and aſſigns of the ſaid *C.* for ever, *All* thoſe, *&c. To have and to hold*, &c. *And*, &c. (*Covenant from* A. *for himſelf and wife, that they and ſaid* B. *will levy a fine ; that they or ſome them, are ſeiſed in fee-ſimple, and have power to convey ; and that* C. *ſhall quietly enjoy, free from incumbrances, rents and ſervices excepted.* Vide tit. *Covenants.* *And alſo* freed, *&c.* (*from a proportionable part of an annuity, &c. charged on the premiſſes.*) *And laſtly, that* A. *and* D. *his wife, and* B. *will make further aſſurance, to the uſe of the purchaſor ; and then a covenant from the vendor to indemnify the truſtee on his joining in the ſale.* Vide tit. *Covenants.*) *In Witneſs*, &c.

E's death

Agreement for purchaſe.

Revocation.

Releaſe.

leaſe from Huſband and Wife, and the Wife's Truſtee, of the Freehold Part of a Farm, and of the other Part that is Copyhold, which the Vendor covenants to ſurrender being Part of Lands ſettled on the Wife for Life to her ſeparate Uſe, and the Remainder to whom ſhe ſhould appoint, with Recital of ſuch Appointment precedent to this Conveyance, to enable the Parties to grant to the Purchaſor.

THIS *Indenture* made, &c. *Between A.* of ——— and *B.* his wife, and *C.* of ——— of the one part, and *D.* of ——— of other part. *Whereas* by indenture, &c. *(recital of a deed of limitation, whereby the ſaid* C. *ſhould ſtand ſeiſed in truſt for* E. *for life, then that ſhould pay ſaid* B. *daughter of* E. *and now wife of* A. *(excluſive of huſband) all the rents,* &c. *during her life, or to her appointment,* &c. *for want thereof to the heirs of* B.) *And whereas* the ſaid *B.* hath abſolutely to ſell and convey the ſaid premiſſes unto the ſaid *D.* his heirs for ever, and for that purpoſe the ſaid *B.* according to the and appointment to her in that behalf given, declared and made, by the ſaid recited indenture, did by writing under her hand and alone, bearing date, &c. ſigned and ſealed in the preſence of three perſons, whoſe names are indorſed as witneſſes on the back of ſaid writing, authoriſe, direct and appoint the ſaid *C.* to pay or to be paid unto the ſaid *D.* or his aſſigns, all the rents, &c. of, during her life, and after her deceaſe, in truſt for the ſaid *D.* his or aſſigns, in purſuance of the aforé mentioned limitation of truſt: *this Indenture witneſſeth*, that for and in conſideration of the ſum —— of, &c. to the ſaid *B.* for her own ſeparate uſe, in hand well truly paid by the ſaid *D.* at, &c. and in conſideration of 5 *s.* of, to the ſaid *A.* and *C.* in hand, &c. by the ſaid *D.* well, &c. the &c. reſpectively acknowledge, &c. the ſaid *A.* and *B.* his wife, the ſaid *C.* by the direction and appointment of the ſaid *B.* teſtified, and in purſuance of the ſaid deed poll, under the hand and ſeal of ſaid *B.* alone, *Have*, and each of them *Hath* bargained, ſold, alien- releaſed and confirmed, and by, &c. *Do* and each of them *Doth* &c. unto the ſaid *D.* (in his actual poſſeſſion, &c. by virtue, &c. the ſaid *A.* and *B.* his wife, and *C.* for the term, &c. by indenture, .) and his heirs and aſſigns, *All* ſuch part and parcel, and ſo much freehold of all that the ſaid meſſuage, &c. ſituate, &c. in the ſaid ited indenture mentioned then to be in the occupation of, &c. and reverſion, &c. *To have and to hold*, &c. *And*, &c. *(Covenant from that he, his wife and* C. *will ſurrender ſuch of the premiſſes as are copy- ; that the vendors are ſeiſed in fee, and have power to grant; and that the vendee ſhall peaceably enjoy, ſuch and ſuch things being the freehold*

Recitals.
Of deed of limitation of truſts.
Agreement for ſale.
Appointment, by deed, *vide* Tit. *Appointment.*

part

part of the premiſſes, and ſuch and ſuch being the copyhold part, free from any gifts, &c. *purſuant to the wills of* L. M. *Son of* E. *and* L. jun. &c. *and free from all incumbrances except the rents and ſervices,* &c. *For further aſſurance to the uſe of the purchaſor, from all the vendors, to indemnify the truſtee.* Vide tit. *Covenants.*) *In Witneſs,* &c.

Releaſe from a Huſband and Wife, and her Son and Heir-apparent by a former Marriage, and a ſurviving Truſtee of the Marriage Settlement, and Mortgages, of Lands limited by the Settlement to the ſeparate Uſe of the Wife, which ſhe mortgaged for the Advancement of her Son to two Purchaſors, who diſcharged the Mortgages.

THIS *Indenture of three parts* made, &c. *Between A.* of ——— *B.* now wife of the ſaid *A.* and formerly named *B. C.* of ——, widow, *D.* ſon and heir apparent of the ſaid *B. C.* and *E.* of ———, ſurviving truſtee, named and appointed by and for the ſaid *B. C.* of the firſt part, *F.* of ——— and *G.* of ——— *(mortgagees)* of the ſecond part *H.* of ——— and *J.* of ——— *(purchaſors)* of the third part. *Whereas* by indentures of leaſe and releaſe, bearing date, &c. made between the ſaid *B A.* (by the name of *B. C.* of ——— widow) of the firſt part, the ſaid *A.* (by the name of *A.* of ———) of the ſecond part, and *K.* of ——— (ſince deceaſed) and the ſaid *E.* (truſtees named and appointed by and for the ſaid *B. C.* of the third part, &c. *(recitals of ſettlement before the marriage of ſaid* A. *with* B. C. *whereby* B. C. *conveyed the premiſſes, upon truſt for her ſeparate uſe for life,* (*notwithſtanding the intended coverture*), *and after her deceaſe to the appointment of her deed or will:) And whereas* by indentures of leaſe and releaſe bearing date the leaſe on or about, &c. made between the ſaid *B. A.* and the ſaid *E.* of the one part, and the ſaid *F.* and *G.* of the other part; and the releaſe bearing date on, &c. and made between the ſaid *B. A.* and *E.* of the firſt part, the ſaid *D.* of the ſecond part, and the ſaid *F.* and *G.* of the third part, (reciting in part the ſaid recited indenture of releaſe, as herein before is recited; and further reciting, that the ſaid *B. A.* had occaſion to borrow 450*l.* to accommodate and prefer the ſaid *D.* in the world, which the ſaid *F.* and *G.* therefore had paid and lent unto her the ſaid *E.* at the requeſt, and by the direction and appointment of the ſaid *B. A.* teſtified by her being a party to, and ſigning and ſealing of ſuch laſt recited indenture or releaſe) ſhe the ſaid *B. A.* hath granted, &c. *(to* F. *and* G. *the premiſſes, to hold to them and their heirs and aſſigns) for ſecurity of ſaid* 450*l. and intereſt, under a proviſo, that if the ſaid* B. A. *ſhould pay* F. *and* G. 472*l.* 10*s. on,* &c. *then* F. *and* G. *would convey the premiſſes to ſaid* E. *or ſuch perſon,* &c. *as* B. A. (*covert or ſole*) *ſhould appoint, and for want thereof to the uſe of* B. A. *her heirs and aſſigns) And whereas* by indorſement on the laſt recited indenture under the hand and ſeal of the ſaid *B. A.* and *E. (for the further advancement of her ſaid ſon*) had received of the ſaid *F.* and *G.* 600*l. more, which is by the ſaid indorſement further charged on the premiſſes)*

premiſes) as by the ſaid laſt recited indenture, and indorſement thereon, and the ſaid other indentures, relation, &c. *And whereas* the ſaid principal ſums of 450*l.* and 600*l.* nor either of them, or any part thereof, were not paid to the ſaid *F.* and *G.* on the days of payment reſpectively mentioned in the ſaid proviſo, contained in the laſt recited indenture of releaſe, and indorſement thereon, nor at any time ſince, ſave only intereſt of the ſaid 450*l.* *And whereas* the ſaid *B. A.* having received and borrowed the ſaid two ſeveral ſums as aforeſaid, and having occaſion for further money for the advancement and preferment of the ſaid *D.* her ſon in the world, hath, by and with the approbation of the ſaid *A.* come to an agreement with the ſaid *H* and *J.* for their perfect and abſolute purchaſe of the aforeſaid premiſſes in manner following: *Now this Indenture witneſſeth*, that by virtue and in purſuance of ſuch truſt and power aforeſaid, as alſo of ſuch agreement, and for and in conſideration of the ſum of 1050*l.* of lawful, &c. to the ſaid *F.* and *G.* in hand, by the ſaid *H.* and *J.* in place or ſtead, and upon the requeſt, and by the direction and appointment of the ſaid *B. A.* (teſtified, &c.) well and truly paid, at, &c. (being in full of all principal money and intereſt due upon the ſaid laſt in part recited indenture or mortgage and indorſement thereon) and for and in conſideration of the ſum of 50*l.* like money to the ſaid *B. A.* and (by and with her conſent and direction) to the ſaid *D.* or one of them, in hand by the ſaid *H.* and *J.* &c. likewiſe paid, which together with the aforeſaid ſum of 1050*l.* makes in all the ſum of 1100*l.* being the full ſum of money agreed to be paid for the above purchaſe of the ſaid meſſuages, &c. and for and in conſideration of 5*s.* a-piece to the ſaid *E. A.* and *B.* his wife, and for the ſame fine by the ſaid *H.* and *J.* likewiſe paid, the receipt, &c. by the ſaid *F.* and *G.* by and with the conſent, direction and appointment of the ſaid *B. A.* (teſtified, &c.) and the ſaid *A. B. A.* and *D.* and by and with as well her conſent, direction and appointment, as alſo the conſent of the ſaid *B. A.* and *D.* (teſtified as aforeſaid) and the ſaid *F. Have*, and each of them *Hath* granted, &c. and by, &c. *Do*, and each of them *Doth* fully, freely and abſolutely grant, &c. by indenture tripartite between, &c. *(ſame parties as to the releaſe)* and to the heirs and aſſigns of the ſaid *H* and *J.* for ever, *All* that the aforeſaid meſſuage, &c. and the reverſion, &c. and further alſo all and all manner eſtate, &c. equity of redemption, claim, &c. whatſoever in law and equity, of them the ſaid *F.* and *G. E. A B. A.* and *D.* every or any of them reſpectively, of, into, &c. *To have and to hold*, &c. *And* &c. *covenant from* F. *and* G. E. A. *and* B *his wife, and* D. *for themſelves reſpectively, and ſaid* A. *for ſaid* B *his wife, to levy a fine; from the mortgagees and truſtees, that they have not incumbered; from* A. *and* D. *jointly and ſeverally, that notwithſtanding any act of them or* B. A. *the ſaid* B. A. P. *and* G. *or ſome of them are ſeiſed in fee ſimple, and have power to grant; and that the vendees ſhall quietly enjoy, free from incumbrances; and that* A. B. A. F. G. E. *and* D. *will make further aſſurance to them to the purchaſors.* Vid. tit. *Covenant). In Witneſs*, &c.

Peruſed by Sir *Edward Northey*.

* *Releaſe*

* *Releaſe with a Variety of Recitals as to Copyholds, &c.*

Parties.

THIS *Indenture quinquepartite* made the eleventh day of *May*, in the year of our Lord 17— and in the year of the reign of our ſovereign Lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith, *&c. Between* the right reverend father in God *S.* lord biſhop of *G.* of the firſt part, *G. G.* late of *K.* but now of *B. W.* in the county of *S.* eſquire, the eldeſt ſurviving brother and heir at law, and one of the two reſiduary deviſees in tail named in the laſt will and teſtament of Sir *T. G.* late of *P.* in the ſaid county of *S.* knight, brewer, diſtiller, and wine merchant, a bankrupt, deceaſed, who was next brother and heir at law of *H. G.* late of *P.* aforeſaid, eſquire, deceaſed, which ſaid *H. G.* was the eldeſt ſon and heir at law of *T. G.* late of *P.* aforeſaid, eſquire, deceaſed, and which ſaid Sir *T. G.* was alſo the eldeſt ſurviving ſon and heir at law of *E. G.* of *K.* aforeſaid, widow, deceaſed, the late wife and afterwards the relict of the ſaid *T. G.* and ſole executrix of the laſt will and teſtament of *T. K.* late of *L.* merchant deceaſed, and which ſaid *G G.* was another ſon and one of the two reſiduary legatees, and is the only acting executor named in the laſt will and teſtament of the ſaid *E. G.* and *R. G.* of *T.* in the pariſh of *R.* in the county of *S.* eſq; the other of the two deviſees in tail named in the ſaid will of the ſaid Sir *T. G.* his brother, and the other of the two reſiduary legatees and executors named in the will of the ſaid *E. G.* of the ſecond part, *J. G. G.* of *K.* aforeſaid, eſquire, and *M.* his wife, late *M. G.* ſpinſter, daughter of *J. G.* eſquire, herein after named, which ſaid *M.* is the deviſee in fee in remainder, named in the ſaid will of the ſaid Sir *T. G.* of the third part; *J G.* of the pariſh of *P.* in the ſaid county of *S.* eſquire, and *T. H.* of *P.* in the ſaid county of *S.* merchant, aſſignees of the eſtate and effects of the ſaid Sir *T. G.* under and by virtue of the commiſſion of bankrupt awarded and iſſued againſt him, of the fourth part; and *W. L.* of *P.* in the ſaid county of *S.* eſquire, of the fifth part; *Whereas* by indenture of leaſe and releaſe bearing date reſpectively the thirtieth day of *June*, and the firſt day of *July*, in the year of our Lord 1732, and made or expreſſed to be made between the ſaid Sir *T. G.* by his then name and deſcription of *T. G.* of *P.* in the county of *S.* eſquire, of the one part: *W. W.* and *J. T. L.* eſquire, of the other part: the ſaid Sir *T. G.* for and in conſideration of the ſum of 1000 *l.* to him paid by the ſaid *W. W. Did* give, grant, bargain, ſell, alien, releaſe and confirm divers manors, houſes, farms, lands, tenements and hereditaments, ſituate, lying and being in, at, or near *F. M. B.* and *P.* in the ſaid county of *S.* and all other his lands, tenements and hereditaments, ſituate, lying and being in the ſaid county of *S.* with the appurtenances unto and to the uſe of the ſaid *W. W.* and his heirs, ſubject to a proviſo in the ſaid indenture of releaſe contained for redemption of the premiſes

Recital of indentures of leaſe and releaſe, and mortgage of lands to *W. W.*

niſſes by the ſaid Sir *T. G.* on payment to the ſaid *W. W.* of the ſum of 1000 *l.* with intereſt for the ſame, on the firſt day of *November* then next; *And whereas* by a deed poll indorſed on the ſaid recited indenture of releaſe, and bearing date the fifteenth day of *February*, 1732, the ſaid Sir *T. G.* charged the ſaid manors, houſes, farms, lands, tenements, and hereditaments, with the payment of the further ſum of 250 *l.* with lawful intereſt for the ſame to the ſaid *W. W.* in manner therein mentioned; *And whereas* the ſaid Sir *T. G.* on the tenth day of *November*, in the year of our Lord 1733, ſurrendered into the hands of the lord of the manor of *E.* in the ſaid county of *S.* certain lands and tenements within the ſaid manor of *E.* formerly of *N. L.* and afterwards of *W. L.* namely, the manor called *L.* except and reſerved as appears by the fine of *N. L.* and *M.* his wife, inrolled at the turne of *H.* in the ſixteenth year of the reign of king *Charles* the Second, *To* the uſe of the aforeſaid *E. G.* and her heirs, according to the cuſtom of the ſaid manor, upon condition nevertheleſs, that if the ſaid Sir *T. G.* his heirs, executors, and adminiſtrators paid or cauſed to be paid unto the ſaid *E. G.* her executors, adminiſtrators or aſſigns, the ſum of —— *l.* the tenth day of *November* then next enſuing, then the ſaid ſurrender ſhould be void, and alſo ſurrendered as aforeſaid, one parcel of land containing eight acres, called *M.* in the tithing of *R.* *To* the uſe as aforeſaid, and upon the condition as aforeſaid, and alſo ſurrendered as aforeſaid one meſſuage and one yard of gavel land in *L.* in the tithing of *R.* to the uſe as aforeſaid, and upon condition as aforeſaid; *And* alſo ſurrendered as aforeſaid one meſſuage and one yard of gavel land, and one water mill, in the tithing of *R.* and one parcel of purſure land, containing fifteen acres, (except four cloſes of gavel land, called the *H.* lying together, containing by eſtimation forty acres, whether more or leſs, in the tithing aforeſaid, and parcel of the premiſſes aforeſaid then lately ſurrendered to *J. C.* under the fine of 20 *s.* adjoining to *B.* hill, on the South part of the highway leading from *E.* to *L.* on the North part and land of *S.* on the Eaſt part,) *To the Uſe* as aforeſaid, and upon condition as aforeſaid; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the ſixth and ſeventh days of *December*, in the ſaid year 1733, and made or mentioned to be made between the ſaid Sir *T. G.* (then *T. G* eſquire,) of the one part, and the ſaid *E G.* of the other part, *After reciting* the aforeſaid ſeveral mortgages or ſurrenders, and that it was agreed by and between the ſaid parties, that the manor, capital meſſuage or tenement, tenements, lands and hereditaments therein after mentioned, ſhould be ſo granted and conveyed to the ſaid *E G.* her heirs and aſſigns, for the further and better ſecuring the payment of the ſaid ſum of —— *l.* mentioned in the proviſo contained in the above recited mortgages or ſurrenders at the day and time in the ſaid proviſo appointed for payment thereof, he the ſaid Sir *T. G.* in conſideration of the ſaid agreement, and the ſum of 10 *s.* to him paid by the ſaid *E. G.* conveyed the manor of *W. C.* with the rights, members and appurtenances thereof, and the capital meſſuage or tenement commonly called or known by the name of *W. C.* and all the lands, tenements and hereditaments whatſoever of him the ſaid Sir *T. G.* ſituate, lying and being in the pariſh of *B.* aforeſaid, and in the tithing of *W.* in the ſaid county of *S* or in either of them; *And alſo* all that parcel of land and coppice ground containing by eſtimation two acres,

and of a deed poll indorſed for making a further charge to *W. W.*

and of a ſurrender of copyhold lands to *E. G.* on condition to be void on re-payment of mortgage money,

and of other ſurrenders to the ſame uſes and upon the ſame conditions.

Indentures of leaſe and releaſe of further premiſſes on mortgage to *E. G.*

be it more or leſs, commonly called or known by the name of *F. M. And alſo* all that one other parcel of arable or paſture ground commonly called or known by the name of *P. A.* containing by eſtimation one acre, be it more or leſs; and all that field of arable or paſture ground commonly called or known by the name of *H. M.* with a coppice thereunto adjoining, containing by eſtimation nine acres and a half, be the ſame more or leſs; *All* which ſaid lands and premiſſes laſt mentioned are ſituate, lying and being in the tithing of *L.* in the pariſh of *E.* in the county of *S.* aforeſaid; and all commons, common of paſture, and appurtenances whatſoever to the ſaid laſt mentioned ſeveral parcels of land, hereditaments and premiſſes belonging, or in any wiſe appertaining, unto, and to the uſe of the ſaid *E. G.* her heirs and aſſigns for ever; ſubject nevertheleſs to a proviſo in the ſaid now reciting indenture of releaſe contained, for making void the ſame, if the ſaid Sir *T. G.* his heirs, executors, adminiſtrators or aſſigns, or any of them paid or cauſed to be paid unto the ſaid *E G.* her executors, adminiſtrators or aſſigns, the ſum of —— *l.* of good and lawful money of *Great Britain*, upon the ſaid tenth day of *November*, in the year of our Lord 1734, according to and in performance of the proviſo in the above recited ſurrenders contained; *And whereas* by indenture of leaſe and releaſe, the leaſe bearing date the day before the date of the releaſe, and the releaſe being *tripartite*, bearing date the twenty-ſecond day of *Auguſt*, 1737, and made or mentioned to be made between the ſaid *W. W.* of the firſt part; the ſaid Sir *T. G.* (then *T. G.* eſquire,) of the ſecond part; and the ſaid *E. G.* of the third part; *After reciting* in part as herein before is recited, or to the like effect, and that the aforeſaid principal ſums of —— *l.* and —— *l.* making together the ſum of —— *l.* remained then actually due, together with the ſum of —— *l.* for the intereſt thereof, *It was witneſſed*, that in conſideration of the ſum of —— *l.* paid to the ſaid *W. W.* by the ſaid *E G.* (by the direction of the ſaid Sir *T. G.* teſtified as therein mentioned) and for other the conſiderations in the ſaid indenture of releaſe *tripartite* expreſſed, he the ſaid *W. W.* by the direction of the ſaid Sir *T. G.* and alſo the ſaid Sir *T. G. Did* grant, bargain, ſell, releaſe and confirm unto the ſaid *E. G. All* the aforeſaid manors, houſes, farms, lands, tenements, hereditaments and premiſſes, which, by the ſaid recited indentures of leaſe and releaſe of the thirtieth of *June* and the firſt of *July*, 1732, were conveyed to him the ſaid *W. W.* as aforeſaid, *To hold* the ſame unto and to the uſe of the ſaid *E G.* her heirs and aſſigns for ever; ſubject nevertheleſs to a proviſo or covenant in the ſaid indenture of releaſe *tripartite* contained, for redemption of the ſaid premiſſes by the ſaid Sir *T. G.* his executors, adminiſtrators or aſſigns, on payment of the ſum of —— *l.* at the days and times, and in the manner therein mentioned; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the twenty third and twenty-fourth days of *Auguſt*, in the year of our Lord 1737, and made or mentioned to be made between the ſaid Sir *T. G.* then *T G* eſquire, of the one part, and the ſaid *E. G.* of the other part, *Reciting* in part as hereinbefore is recited, or to the like effect, and that there was then due to the ſaid *E. G.* upon the before recited mortgage, ſurrenders, and indentures of leaſe and releaſe of the ſixth and ſeventh days of *December*, 1733, for principal money and intereſt, the ſum of —— *l.* and that the ſaid Sir *T. G.* having

Indentures of leaſe and releaſe of firſt mentioned premiſſes; Sir *T. G.* (the mortgagor) and *W. W.* (the mortgagee) to *E. G.*

Indentures of leaſe and releaſe and mortgage to *E G* (the laſt mentioned mortgagee) for a further ſum advanced,

ing occaſion to borrow the further ſum of ——*l.* the ſaid *E. G.* had agreed to advance and lend him the ſame at intereſt, *It was witneſſed*, that as well for the better ſecuring the ſaid ſum of ——*l.* being the conſideration of the aforeſaid indenture of releaſe of the twenty-ſecond day of the then inſtant *Auguſt*, and for the further and better ſecuring the ſaid ſum of ——*l.* and for and in conſideration of the further ſum of ——*l.* to the ſaid Sir *T. G.* in hand paid by the ſaid *E. G.* *He* the ſaid Sir *T. G.* *Did* grant, bargain, ſell, releaſe, ratify and confirm unto the ſaid *E. G.* *All* thoſe the aforeſaid parcels of land and ground commonly called or known by the names of *F. M* *S. A.* and *H. M.* with the coppice thereunto adjoining, and the barn thereupon lately erected and built, and all the aforeſaid manor, capital meſſuage, lands, tenements and hereditaments which are mentioned and compriſed in the ſaid recited indentures of leaſe and releaſe of the ſixth and ſeventh days of *December*, 1733, and alſo ſeveral meſſuages, lands, tenements and hereditaments of the ſaid Sir *T. G.* in the pariſhes of *P.* and *P.* in the iſland of *P.* in the county of *S.* with their appurtenances, *To hold* the ſame unto and to the uſe of the ſaid *E. G.* her heirs and aſſigns for ever, *Subject* nevertheleſs to a proviſo or condition in the ſaid indenture contained, for the redemption of the premiſſes by the ſaid Sir *T. G.* his executors, adminiſtrators or aſſigns, on payment by him or them unto the ſaid *E. G.* her executors, adminiſtrators or aſſigns, of the ſum of ——*l.* on the days and times therein limited and appointed for payment thereof; *And whereas* by indentures of leaſe and releaſe, the leaſe bearing date the day next before the day of the date of the releaſe, and the ſaid releaſe being *quadripartite*, and bearing date the twenty ſecond day of the ſaid month of *September*, 1737, and made or mentioned to be made between the ſaid Sir *T. G.* (then *T. G.* eſquire,) of the firſt part; the ſaid *E. G.* of the ſecond part; *A P.* gentleman, of the third part; and *J. W.* gentleman of the fourth part; and a common recovery ſuffered and perfected in *Michaelmas* term, in the eleventh year of the reign of his late majeſty king *George* the Second, ſeveral meſſuages, houſes, mills, lands, tenements and hereditaments, ſituate, lying and being in the iſland of *P.* and the ſaid county of *S* with their appurtenances, were conveyed and aſſured to the uſe of the ſaid *E G.* her heirs and aſſigns, until payment ſhould be made of the principal ſum of ——*l.* and ſecured by the ſaid indenture of releaſe of the twenty-fourth day of *Auguſt*, 1737, and the intereſt due and to grow due for the ſame, and after payment and ſatisfaction thereof, to the uſe of the ſaid Sir *T. G.* his heirs and aſſigns for ever; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the fifth and ſixth days of *December*, in the year of our Lord 1729, and made or mentioned to be made between the ſaid Sir *T. G.* (then *T. G* eſquire,) of the one part; and the ſaid *G. G.* and *R. G.* of the other part; the ſaid Sir *T. G.* in conſideration of the ſum of ——*l.* to him paid by the ſaid *G G.* and *R G.* *Did* grant, bargain, ſell, releaſe, ratify and confirm unto the ſaid *G. G.* and *R. G.* *All* the ſaid manor, meſſuages, houſes, lands, tenements and hereditaments in the ſaid recited indentures of leaſe and releaſe of the twenty-third and twenty-fourth days of *Auguſt*, and of the twenty-firſt and twenty-ſecond days of *September*, 1737, reſpectively compriſed, with their appurtenances, *To hold* the ſame unto and to the uſe of the ſaid *G. G.* and *R. G.* their heirs and aſſigns for ever,

and of leaſe and releaſe and common recovery by which further eſtates were conveyed for ſecuring the ſum mentioned in laſt recited deed.

Indentures of leaſe, releaſe and mortgage of before-mentioned eſtates to *G. G.* and *R. G.* for ſecuring further ſum of money advanced.

Subject to a proviſo or condition therein contained for redemption of the ſaid premiſes by the ſaid Sir *T. G.* his heirs, executors and adminiſtrators, on payment by him or them unto the ſaid *G. G.* and *R. G.* their executors, adminiſtrators or aſſigns, of the ſum of —— *l.* at the time therein mentioned, and now long time paſt; *And whereas* the ſaid *E. G.* departed this life in or about the month of *April*, in the year of our Lord 1750, having made and publiſhed her laſt will and teſtament in writing, bearing date on or about the eleventh day of *May*, 1747, and thereby after giving ſeveral ſpecific and pecuniary legacies, and an annuity of 10 *l.* a year to her ſervant *M. W.* for her life, gave and bequeathed all her ready money, goods, chattels, rights, credits and perſonal eſtate whatſoever, (after payment of her debts, funeral expences and legacies, and the ſaid annuity), unto her ſons the ſaid *G. G.* and *N. G.* to be equally ſhared and divided between them ſhare and ſhare alike; and appointed the ſaid *G. G.* and *N. G.* joint executors of her ſaid will; and the ſaid *G. G.* on or about the eleventh day of *May*, in the ſaid year 1750, alone, proved her ſaid will in the prerogative court of the archbiſhop of *C.* whereby the ſaid *G. G.* and *N. G.* became intitled to the ſaid ſum of —— *l.* due and owing to the ſaid *E. G.* at the time of her death, and to all intereſt then due and thereafter to become due for the ſame, but her legal eſtate of and in the ſaid manors, meſſuages, houſes, mills, lands and hereditaments, conveyed by the ſaid Sir *T. G.* to the ſaid *E. G.* by way of mortgage as aforeſaid, did not paſs by her ſaid will, but on her death deſcended to the ſaid Sir *T. G.* the mortgagor, her eldeſt ſon and heir at law, who thereby became ſeiſed thereof, *In Truſt* for the ſaid *G. G.* and *N. G.* until payment of all principal money and intereſt due and ſecured by the ſaid ſeveral recited mortgages made to her by the ſaid Sir *T. G.* and after payment thereof, and in the mean time ſubject thereto for his own uſe and benefit; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the twenty third and twenty-fourth days of *January*, in the year of our Lord 1750, and made or mentioned to be made between the ſaid Sir *T. G.* of the one part, and the ſaid *G. G.* of the other part, *After reciting* the aforeſaid indentures of leaſe and releaſe of the twenty-third and twenty-fourth days of *Auguſt*, 1737, for ſecuring to the ſaid *E. G.* (then deceaſed) the ſaid principal ſum of —— *l.* and that all intereſt due on the ſaid ſecurity was paid to the day of the date of the now reciting indenture of releaſe, but that the ſaid principal ſum of —— *l.* then remained due thereon, and was payable to the ſaid *G. G.* as the acting executor of the ſaid *E. G.* *It was witneſſed* that for and in conſideration of the further ſum of —— *l.* to the ſaid Sir *T. G.* in hand paid by the ſaid *G. G.* &c. the ſaid Sir *T. G.* did for himſelf, his heirs, executors and adminiſtrators covenant and agree to and with the ſaid *G. G.* his executors, adminiſtrators and aſſigns, that *All* the manors, meſſuages, lands, tenements and hereditaments whatſoever of him the ſaid Sir *T. G.* in the ſeveral counties of *S.* and *S.* in mortgage as aforeſaid; and all and every the ſecurity and ſecurities whatſoever by him the ſaid *T. G.* made, executed or given to the ſaid *E. G.* for any ſum or ſums of money, ſhould ſtand and be a ſecurity for payment of the ſaid ſum of —— *l.* then lent, with intereſt for the ſame as therein after is mentioned, as well as for the ſaid ſum of —— *l.* ſo due and owing as aforeſaid from him the ſaid Sir *T. G.* and that all the ſaid manors, meſſuages, lands, tenements and hereditaments,

Recital that *E. G.* is dead, having made and publiſhed her will.

Will recited.

Will proved by one executor.

The executors became intitled to the mortgage money;

but the eſtate mortgaged deſcended to *T. G.* (the mortgagor) her eldeſt ſon and heir in truſt for her executors.

Indentures of leaſe, releaſe and mortgage to one of the ſaid executors for ſecuring a further ſum advanced by them.

tuments, with their appurtenances, of him the ſaid Sir *T. G.* in mortgage as aforeſaid, ſhould ſtand charged with, and be liable and ſubject to, the payment thereof, and ſhould not be redeemed or redeemable until the payment of the ſaid ſum of —— *l.* then laſt as aforeſaid advanced, with intereſt for the ſame, as therein after is mentioned, as well as of the ſaid ſum of —— *l.* ſo due and owing as aforeſaid; and for the further and more effectual ſecuring the re-payment of the ſaid ſums of —— *l.* and —— *l.* and for the conſiderations in the ſaid now reciting indenture of releaſe expreſſed, he the ſaid Sir *T. G.* did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *G. G.* ſeveral meſſuages, lands, tenements and hereditaments in the ſaid iſland of *P.* with their appurtenances, *To hold* the ſame unto and to the uſe of the ſaid *G. G.* and his heirs, *Subject* to a proviſo or condition for redemption of the premiſſes on payment by the ſaid Sir *T. G.* his heirs, executors, or adminiſtrators, unto the ſaid *G. G.* his executors, adminiſtrators or aſſigns, of the ſum of —— *l.* with intereſt for the ſame, after the rate of 4 *l. per centum per annum*, at the time therein mentioned, and now long ſince paſt; *And whereas* a commiſſion of bankrupt bearing date the ſeventh day of *December*, in the year of our Lord 17— was awarded and iſſued againſt the ſaid Sir *T. G.* directed to *J. M.* eſq; *T. W.* *T. B.* and *W. B.* gentlemen, and *W. G.* eſquire, impowering them or any four or three of them, whereof the ſaid *J. M.* or *G. W.* to be one, to execute the ſame; and the ſaid Sir *T. G.* was thereupon duly found and declared a bankrupt: *And whereas*, at a meeting of the creditors who had proved their debts under the ſaid commiſſion on the 5th day of *January*, in the year of our Lord 17— purſuant to notice for that purpoſe given in the *London Gazette*, the aforeſaid *J. G.* and *G. G.* were duly choſen aſſignees of the eſtate and effects of the ſaid Sir *T. G.* *And* by indenture of bargain and ſale duly inrolled in his majeſty's court of common pleas at *Weſtminſter*, bearing date the 25th day of *March* in the year of our Lord 17—, and made or mentioned to be made between the ſaid *J. M.* *T. W.* *T. B.* and *W. B.* of the one part; and the ſaid *J. G.* and *T. H. H.* of the other part, the ſaid commiſſioners (parties to the ſaid now reciting indentures,) in further execution of the ſaid commiſſion, and by force and virtue thereof, and of the ſtatutes therein mentioned, and for and in conſideration of the ſum of 5 *s.* to them the ſaid commiſſioners paid by the ſaid *J. G.* and *T. H. H.* did as (much as in them the ſaid commiſſioners lay, and they lawfully could or might) order, bargain and ſell unto the ſaid *J. G.* and *T. H. H.* their heirs and aſſigns, together with all other the manors, meſſuages, lands, tenements and hereditaments of the ſaid Sir *T. G.* *All* that cuſtomary freehold, copyhold or cuſtomary manor or lordſhip of *L.* in the ſaid county of *S.* with all and every its rights, members and appurtenances, *And alſo all* the capital meſſuage with the lands thereunto belonging, ſituate within the ſaid manor of *L.* and being part and parcel thereof then in the tenure or occupation of *W. A.* or his undertenants, *And alſo all* that other meſſuage and lands ſituate, lying and being within the ſaid manor of *L.* and being part or parcel of the ſaid manor then in the tenure or occupation of *J. K.* or his undertenants, *And alſo all* that piece or parcel of land, ſituate, lying and being within the ſaid manor of *L.* being part or parcel thereof, then or then late in the poſſeſſion of *W. F.* or his undertenants, *And* all the eſtate, right, title, intereſt, term of years

That a commiſſion of bankruptcy iſſued againſt the mortgagor.

Choice of aſſignees.

Aſſignment of the bankrupt's effects.

years to come and unexpired, uſe, truſt, property, poſſeſſion, benefit, equity of redemption, claim and demand whatſoever, which he the ſaid Sir *T. G.* at the time of his becoming a bankrupt as aforeſaid had, of, in and to all and ſingular the ſaid ſeveral manors, meſſuages, farms, lands, hereditaments and premiſſes therein before mentioned, and thereby ordered, bargained, ſold or mentioned, or intended ſo to be, with their and every of their appurtenances, *To hold* the ſame unto the ſaid *J. G.* and *T. H. H.* their heirs, executors, adminiſtrators and aſſigns, according to the ſaid Sir *T. G*'s right and intereſt therein, ſubject to ſuch mortgage or mortgages, or other charges and incumbrances as the ſame were legally charged with and liable to; *In Truſt*, nevertheleſs for the benefit and advantage of them the ſaid *J. G.* and *T. H. H.* and all the other creditors of the ſaid Sir *T. H.* who then had come in and ſought relief, or ſhould thereafter in due time come in and ſeek relief by virtue of the ſaid commiſſion, and as to the overplus if any ſhould be after payment and ſatisfaction of all, and every ſuch debt or debts as ſhould or might be proved under the ſaid commiſſion, *In Truſt* for the ſaid Sir *T. G.* his heirs, executors, adminiſtrators and aſſigns, according to the ſaid ſtatutes, and the true intent and meaning thereof, *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the 17th and 18th days of *January*, in the year of our Lord 17—, and made or mentioned to be made, between the ſaid *G. G.* and *R. G.* of the one part, and the ſaid *W. W.* of *B.* of the other part, reciting in part as herein before is recited, or to the like effect, and that the ſum of ——— pounds being one moiety of the ſaid ſum of ——— pounds herein mentioned to have been advanced and lent to the ſaid Sir *T. G.* by the ſaid *G. G.* upon the execution of the ſaid recited indenture of leaſe and releaſe of the 23d and 24th days of *January* 1750, was the proper money of the ſaid *R G.* and the name of the ſaid *G G.* made uſe of in the ſaid indentures of leaſe and releaſe, *In Truſt*, as to one moiety of the principal monies thereby ſecured, and the intereſt to become due thereon for the ſaid *R. G.* *And alſo reciting* that there was then due and owing to the ſaid *G G.* and *R. G.* upon the ſaid therein and herein recited ſecurities, the ſaid ſeveral principal ſums of ——— pounds and ——— pounds, making together the principal ſum of ——— pounds with a large arrear of intereſt, they the ſaid *G. G.* and *R. G.* in conſideration of the ſum of ——— pounds paid to them by the ſaid *W. W.* of *B* did grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *W. W* of *B.* (among divers other manors, meſſuages, lands, tenements and hereditaments therein particularly mentioned and deſcribed,) *All* that the ſaid parcel of land and ground called *F. M. P. A.* and *H. M.* with the coppice thereunto adjoining in the tything of *L.* in the pariſh of *E* aforeſaid, and all other the manors, meſſuages, lands, tenements and hereditaments whatſoever, which by the ſaid recited indentures of leaſe and releaſe of the 6th and 7th days of *December*, 1733, were granted, releaſed or conveyed in mortgage by the ſaid Sir *T. G.* (then *T. G.* eſq;) unto the ſaid *W. W.* with their appurtenances, and all the eſtate, right, title, intereſt, property, benefit, claim and demand whatſoever of them the ſaid *G. G.* and *R. G.* or either of them, of, in, to or out of the ſaid manors, meſſuages, lands, tenements, hereditaments and premiſſes, and every or any of them, and every or any part thereof, *To hold*, the ſame unto and to the uſe of the ſaid *W. W.* of

Indentures of leaſe, releaſe, and aſſignment of one of the former mortgages in mortgage for ſecuring one who advanced the money due thereon.

W. of *B.* his heirs and aſſigns for ever, *Subject* nevertheleſs to ſuch equity of redemption on payment of the ſaid principal ſum of ——— and all the intereſt then due and thereafter to become or grow due for the ſame, as the ſaid Sir *T. G* his heirs or aſſigns had therein, and *Subject alſo* to the proviſo or condition and agreement therein and hereinafter mentioned; and for the conſideration aforeſaid, the ſaid *G. G.* and *R. G.* did bargain, ſell, aſſign, transfer and ſet over unto the ſaid *W. W.* of *B.* his executors, adminiſtrators and aſſigns, the ſaid ſeveral principal ſums of ——— pounds and ——— pounds making together the ſaid ſum of ——— pounds, together with all intereſt then or thereafter to become or grow due, or owing for the ſaid principal ſums reſpectively, *To hold*, receive and take the ſaid ſums of ——— pounds, and ——— pounds, making together the ſum of ——— pounds and all intereſt then due and thereafter to grow due for the ſame unto the ſaid *W. W.* of *B.* his executors, adminiſtrators and aſſigns, to and for his and their own uſe and benefit, but ſubject to the proviſo or agreement therein and hereinafter mentioned, that is to ſay, *Provided always*, and it was thereby declared and agreed, that if the ſaid *G. G.* and *R. G.* or either of them paid or cauſed to be paid unto the ſaid *W. W.* of *B.* his executors, adminiſtrators or aſſigns, the ſum of ——— pounds together with intereſt for the ſame, after the rate of 5 *l.* for every 100 *l.* for a year, on the 18th day of *July* next enſuing the date thereof, then and in ſuch caſe the ſaid *W.* of *B.* his heirs, executors, adminiſtrators or aſſigns, ſhould and would at the requeſt, coſts, and charges of the ſaid *G. G.* and *R. G.* or of the perſon or perſons ſo making payment of the ſaid ſum of ——— pounds, with ſuch intereſt as aforeſaid, convey, aſſign and aſſure all the ſaid manors, meſſuages, mills, lands, tenements and hereditaments, and their appurtenances, and the ſaid ſeveral principal ſums of ——— pounds and ——— pounds, and the intereſt thereof, and other the premiſes thereby aſſigned unto and to the uſe of the ſaid *G. G.* and *R. G.* or ſuch other perſon or perſons, as he or they reſpectively ſhould direct or appoint, *And whereas*, by a deed poll or inſtrument in writing indorſed on the ſaid laſt recited indenture of releaſe, and bearing even date therewith, after reciting that by a certain indenture of aſſignment bearing even date with the ſaid laſt recited indenture of releaſe, and made between the ſame parties as were parties to the ſaid laſt recited indenture of releaſe the ſaid *G. G.* and *R. G.* had granted, aſſigned, transferred and ſet over unto the ſaid *W. W.* of *B.* the manors or lordſhips of *R. C.* and *R. B.* with the appurtenances in the county of *S.* and divers meſſuages, lands, tenements, rents and hereditaments in the pariſh of *T.* and in the ſaid county of *S.* for all the reſt and reſidue then to come and unexpired of two ſeveral terms of five hundred years and ſix hundred years, for better ſecuring to the ſaid *W. W.* of *B.* his executors, adminiſtrators and aſſigns, the ſaid ſum of ——— pounds, and intereſt according to the proviſo or agreement in the ſaid laſt recited indenture of releaſe contained, and that the ſum of ——— pounds, part of the ſum of ——— pounds, advanced and lent by the ſaid *W. W.* of *B.* unto the ſaid *G. G.* and *R. G.* was the proper money of the ſaid *S.* lord biſhop of *C.* and the name of the ſaid *W. W.* of *B.* made uſe of in the ſaid laſt recited indenture of releaſe and in the ſaid laſt mentioned aſſignment, bearing even date therewith as to the ſaid ſum of ——— pounds, and all intereſt thereafter to become or grow due in reſpect thereof, *In Truſt*

Recital of a deed-poll indorſed on laſt recited indenture, reciting that a mortgage of other premiſes had been made in aid of ſaid laſt mortgaged premiſes and mortgage money, and declaring truſt of part of ſaid money now advanced for the ſaid lord biſhop and aſſigning part of ſaid mortgage to the ſaid lord biſhop.

Truſt for the ſaid lord biſhop, he the ſaid *W. W.* of *B.* did aſſign, transfer and ſet over unto the ſaid *S.* lord biſhop of *G.* the ſum of ——— pounds, part of the ſaid ſum of ——— pounds, ſo ſecured to him the ſaid *W. W.* of *B.* upon and by the ſaid laſt recited indenture of releaſe and the indenture of aſſignment therein and hereinbefore mentioned, and all intereſt which ſhould accrue and become due and payable for and in reſpect of the ſaid ſum of ——— pounds, thereby aſſigned, *And whereas* by indenture bearing date the 10th day of *February* in the ſaid year 1766, and made or mentioned to be made between the ſaid *G. G.* and *R. G.* of the one part, and the ſaid *S.* lord biſhop of *G.* of the other part, they the ſaid *G. G.* and *R. G.* for the conſiderations therein mentioned, charged the ſaid manors, meſſuages, lands, tenements, rents and hereditaments, ſum and ſums of money ſo granted and releaſed, bargained, ſold, and aſſigned to the ſaid *W. W.* of *B.* his heirs, executors and adminiſtrators reſpectively as aforeſaid, with the payment unto the ſaid *S.* lord biſhop of *G.* his executors, adminiſtrators and aſſigns of the further ſum of ——— pounds, with lawful intereſt for the ſame on a day and time mentioned and appointed for the payment thereof, *And whereas*, the ſaid Sir *T. G.* departed this life in or about the month of *October*, in the ſaid year 1766, having made, ſigned and publiſhed his laſt will and teſtament in writing, in the preſence of, and which was duly atteſted by three credible witneſſes in his preſence, bearing date the 29th day of *October* 1765, and thereby, after charging all ſuch lands, tenements and hereditaments, goods, chattels and effects as ſhould remain after payment of his debts, incumbrances and expences attending the aforeſaid commiſſion, and all his eſtate, intereſt, claim and demand therein, with the payment of all his debts contracted after the date, and ſuing out of the ſaid commiſſion, and the payment of the ſeveral pecuniary legacies and annuities hereinafter given, gave, deviſed and bequeathed all the reſt, reſidue and remainder of his eſtate and effects real and perſonal, of what nature or kind ſoever the ſame might be, unto his two brothers the ſaid *G. G.* and *R. G.* their heirs, executors, adminiſtrators and aſſigns, but in caſe either of his ſaid brothers ſhould happen to depart this life without leaving heirs of his body, then he gave the ſhare of ſuch brother, ſo dying, of and in his real eſtates, unto the other, and the heirs of his body, and in caſe both brothers ſhould happen to die without leaving heirs of their bodies, then he gave the whole of ſuch real eſtates unto the ſaid *M.* now the wife of the ſaid *T. G.* (then *M. G.* ſpinſter) daughter of the ſaid *J. G.* and her heirs for ever, which ſaid will hath been ſince duly proved in the prerogative court of the archbiſhop of *C.* by the ſaid *J. G.* one of the executors named therein, *And whereas*, at a court held the 30th day of *September* in the year of our Lord 17——, in and for the ſaid manor of *E.* the ſaid *J. G.* and *T. H. H.* were admitted to *All* the aforeſaid copyhold or cuſtomary manor, meſſuages, mill, lands, tenements and premiſſes, ſituate, lying and being in the tything of *R.* in *L.* within the ſaid manor of *E. To hold* to them and their heirs, according to the cuſtom of the ſaid manor, ſaving the right of the repreſentatives of *E. R.* widow, in the premiſſes, by virtue of a mortgage, *And whereas* the eſtates of the late Sir *T. G.* at *B.* and *B.* in the ſaid pariſhes of *S.* and *M.* in the ſaid county of *S.* have been ſold, and the monies ariſing from the ſale of

And indenture charging ſaid mortgaged premiſſes in the hands f mortgagees with a further ſum advanced by the ſaid lord biſhop.

Death of Sir *T. G.* the bankrupt.

Having firſt made and publiſhed his will duly atteſted.

Proof of will.

Admittance of the aſſignees to copyhold and cuſtomary eſtates of the bankrupt.

Recital of ſale of the eſtates, and payment of monies, &c.

the

the ſaid eſtates at *B.* and *M.* were paid to the ſaid *J. G.* and *T. H. H.* at the requeſt and by the conſent and direction of the ſaid *G. G.* and *R. G.* and with the privity and approbation of the ſaid *W. W.* of *B.* and *S.* lord biſhop of *G.* *In Truſt*, for themſelves and the other creditors of the ſaid Sir *T. G.* who had or ſhould come in and ſeek relief under the ſaid commiſſion, and the ſum of ——— pounds, part of the purchaſe money for the eſtates at *B.* was paid to the ſaid *S.* lord biſhop of *G.* in full, for all principal monies and intereſt due and owing to him on or by virtue of the ſeveral herein-before recited ſecurities, *And whereas*, the ſaid *W. L.* ſometime ſince contracted and agreed with the ſaid *J. G.* and *T. H. H.* for the purchaſe of the ſaid manor of *L.* and all the ſaid meſſuages, lands, tenements and hereditaments whatſoever, late of him the ſaid Sir *T. G.* as well freehold as copyhold, ſituate, lying and being within the tythings of *L.* and *R.* aforeſaid or one of them, or within the ſaid parith of *E.* for the price or ſum of ——— hundred pounds, *And whereas*, there now remains due and owing to the ſaid *W. W.* of *B.* by virtue of the ſeveral herein before recited ſecurities, for principal money and intereſt, the ſum of ——— pounds, and no more, *And* there is alſo a large ſum not yet liquidated, due and owing to the ſaid *G. G.* and *R. G.* by virtue of the ſeveral hereinbefore recited ſecurities for principal money, intereſt and coſts over and above, excluſive of the ſaid ſum of ——— pounds, now remaining due and owing to the ſaid *W. W.* of *B.* as aforeſaid, *And whereas*, the ſaid *J. G.* and *T. H. H* in purſuance and performance of the ſaid agreement, at a court held in and for the ſaid manor of *E.* on the 3d day of *April* laſt, ſurrendered all the ſaid copyhold or cuſtomary, meſſuages, mill, lands, tenements, and premiſſes with their appurtenances, to the ſaid *W. L.* and his heirs, and the ſaid *W. L.* was at the ſame court admitted there, *To hold* the ſame to him and his heirs, according to the cuſtom of the ſaid manor, ſaving the right of the repreſentatives of *E. R.* widow in the premiſſes by virtue of a mortgage, *Now this Indenture witneſſeth*, that in conſideration of the premiſſes and for and in conſideration of the ſum of ——— pounds, of lawful money of *Great Britain*, by the ſaid *W. L.* with the privity and approbation of the ſaid *S.* lord biſhop of *G.* and the order and direction of the ſaid *G. G.* and *R. G.* and with the conſent and approbation of the ſaid *J. G.* *T. H. H.* *T. G.* (party hereto) and *M.* his wife (teſtified by their being reſpectively parties to and executing theſe preſents) well and truly paid to the ſaid *W. W.* of *B.* at or immediately before the execution hereof in full ſatisfaction and diſcharge of all principal money and intereſt now remaining due and owing to him the ſaid *W. W.* of *B.* on or by virtue of the hereinbefore recited ſecurities, or any of them, the payment and receipt of which ſaid ſum of ——— pounds, he the ſaid *W. W.* of *B.* doth hereby acknowledge, and thereof, and of and from the ſame, and every part thereof, doth by theſe preſents acquit, releaſe and for ever diſcharge the ſaid *W. L.* his heirs, executors, adminiſtrators and aſſigns, and alſo for and in conſideration of the ſum of ——— pounds, of like money to the ſaid *G. G.* and *R. G.* with the privity, conſent and approbation of the ſaid *W. W.* of *B* *S.* lord biſhop of *G.* *J. G.* *T. H. H.* *T. G.* (party hereto) and *M.* his wife, (teſtified in manner aforeſaid), well and truly paid by the ſaid *W. L.* at or immediately before the ſealing and delivery of theſe preſents in part payment and diſcharge of the monies ſo remaining due and owing to the ſaid *G. G.* and *R. G.*

Recital of contract from ſale of part of the premiſſes.

And that — pounds due to *W. W.*

And large ſum not liquidated due to *G. G.* and *R. G.*

Recital of ſurrender of copyhold premiſſes to *W. L.* the purchaſer.

And his admiſſion.

Habendum.

Conſideration.

R. G. for principal money, intereſt and coſts, by virtue of the ſaid ſeveral recited ſecurities as aforeſaid, the payment and receipt of which ſaid ſum of ——— pounds, ſo paid by the ſaid *W. L.* to the ſaid *W. W.* of *B.* as aforeſaid, the ſum of ——— pounds, ſo agreed to be paid by the ſaid *W. L.* for the purchaſe as well of the ſaid lands, tenements and hereditaments hereafter releaſed, as of the ſaid copyhold or cuſtomary manor, meſſuages, lands, tenements and premiſſes to which the ſaid *W. L.* hath been ſo admitted as aforeſaid, they the ſaid *G. G.* and *R. G.* do hereby acknowledge, and thereof, and of and from the ſame and every part thereof, *Do* and each of them doth by theſe preſents, for ever acquit, releaſe and diſcharge the ſaid *W. L.* his heirs, executors, adminiſtrators and aſſigns, and likewiſe for and in conſideration of the ſum of ten ſhillings a piece of ſuch lawful money as aforeſaid, to them the ſaid *J. G. T. H. W. W.* of *B. T. G.* (party hereto,) and *M.* his wife in hand at or immediately before the ſealing and delivery of theſe preſents, well and truly paid by the ſaid *W. L.* the receipts whereof are hereby acknowledged, they the ſaid *J. G.* and *T. H. H.* with the conſent, and by order and direction of the ſaid *W. W.* of *B. S.* lord biſhop of *G. G. G R. G. T. G.* (party hereto,) and *M.* his wife, and alſo the ſaid *W. W.* of *B.* and *S.* lord biſhop of *G.* by the order and direction of the ſaid *G. G.* and *R. G.* teſtified in manner aforeſaid and likewiſe the ſaid *G. G. R. G. T. G.* party hereto and *M.* his wife, *Have*, and each and every of them *Hath* according to their ſeveral and reſpective eſtates, rights and intereſts, in and to the premiſſes, and as far as they ſeverally may or can, bargained, ſold, aſſigned, aliened, remiſed, releaſed, for ever quit-claimed, ratified and confirmed, and by theſe preſents *Do*, and each and every of them *Doth*, according to ſuch their ſeveral and reſpective eſtates, rights and intereſts as aforeſaid, and as far as in them ſeverally lies, bargain, ſell, aſſign, alien, remiſe, releaſe, for ever quit claim, ratify and confirm unto the ſaid *W. L.* in his actual poſſeſſion now being by virtue of a bargain and ſale to him thereof made by the ſaid *J. G. T. H. W. W.* of *B. S.* lord biſhop of *G. G. G. R. G. J. G.* (party hereto) and *M.* his wife in conſideration of 5*s.* by indenture bearing date the day next before the day of the date hereof, ſealed and executed before the ſealing and execution of theſe preſents for term of one whole year, commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by force and virtue of the ſtatute made for transferring of uſes into poſſeſſion,) and his heirs, *All* and every the lands, tenements and hereditaments whatſoever, which is or are freehold, ſituate, lying and being in the townſhips, villages, hamlets or tythings of *L.* and *R.* and pariſh of *E.* aforeſaid, or any of them in the ſaid county of *S.* whereof or wherein the ſaid *T. G.* deceaſed, Sir *T. G.* and *E. G* or any of them, were or was ſeiſed or had, or were, or was intitled to any eſtate of freehold or inheritance and which were the eſtate of the ſaid Sir *T. G* at the time of his becoming bankrupt as aforeſaid, and *All* ways, water-courſes, common of paſture, rights, liberties, privileges and appurtenances whatſoever, to the ſaid lands, tenements and hereditaments hereby releaſed or mentioned, or intended ſo to be, belonging, or in any wiſe appertaining, or therewith, or with any of them uſually held, occupied or enjoyed, and the reverſion and reverſions, remainder and remainders,

rents,

…ts, iſſues and profits of all and ſingular the ſaid lands, tenements, …ditaments and premiſſes hereby releaſed or mentioned, and intended …to be, with their and every of their appurtenances, and all the eſtate, …e, title, intereſt, uſe, truſt, poſſeſſion, property, claim and demand …ſoever, in law and equity, of them the ſaid *J. G. T. H. H. W.* …of *B. S.* lord biſhop of *G. G. R. G. T. G* (party hereto) and …his wife and each and every of them, of, in, to and out of the ſame …s, tenements, hereditaments and premiſſes, and every or any part …arts thereof, and all ſuch deeds, writings, evidences, eſcripts, and …ments whatſoever, which ſolely relate to or concern the ſaid here…ments and premiſſes hereby releaſed or intended ſo to be or any …thereof, and not to any other meſſuages, lands, tenements or he…taments, and the true atteſted copies of all ſuch other deeds, writ…s evidences, eſcripts and muniments whatſoever, which relate to …ncern the ſaid hereditaments and premiſſes intended to be hereby …ſed, or any part thereof, jointly with other meſſuages, lands, te…ents or hereditaments as they the ſaid *J. G. T. H.* H. of *W.* …of *B. S.* lord biſhop of *G. G. R. G. T. G.* (party hereto,) and …his wife, have or hath in their or any of their hands, cuſtody or …r, or, which they or any of them can or may come by without ſuit …w, or in equity; ſuch copies to be made, written and atteſted at …xpence of them the ſaid *J. G.* and *T. H. H.* as aſſignees of the …e and effects of the ſaid Sir *T. G.* the bankrupt deceaſed, *To have* *Habendum.*
to hold, all and ſingular the ſaid lands, tenements, hereditaments …premiſſes hereby releaſed or mentioned, and intended ſo to be, and …part or parcel thereof, with their and every of their appurtenances …the ſaid *W. L* his heirs and aſſigns, to the only proper uſe and be…of the ſaid *W. L.* his heirs and aſſigns for evermore, *And this In-* Releaſe of the
…e alſo witneſſeth, that for the conſiderations aforeſaid, they the right, title, &c. of the aſſignees, mortgagees, &c
J. G. T. H. H. W. W. of *B. S.* lord biſhop of *G. G. G. R. G.* …(party hereto,) and *M.* his wife have, and each and every of …hath remiſed, releaſed and for ever quitted claim, and by theſe …nts do, and each and every of them doth remiſe, releaſe and for …quit claim unto the ſaid *W. L.* and his heirs, all the right, title, …t, claim and demand whatſoever, of them the ſaid *J. G. T. H.* …*W.* of *B. S.* lord biſhop of *G. G. G. R. G. T. G.* (party hereto) …*M.* his wife and each and every of them, in, to or out of the ſaid …hold, manor, meſſuages, lands, tenements and premiſſes, ſituate, …and being in the tythings of *L.* and *R.* aforeſaid, or one of them, …ithin the ſaid pariſh of *E.* to which the ſaid *W. L.* hath been ſo Several cove-
…ted as aforeſaid, and every or any of them, and every or any part nants from the mortgagees that they have not incumbered the ſaid freehold and copyhold premiſſes.
…rts thereof, with their and every of their appurtenances, *And* the …*W. W* of *B.* and *S.* lord biſhop of *G.* do hereby for themſelves, …rally and not jointly or the one for the other of them, and for the …, executors and adminiſtrators, acts or deeds of the other of …, but each of them for himſelf, and for his own ſeveral and reſ…ve heirs, executors, adminiſtrators, acts and deeds only covenant, …iſe and agree to and with the ſaid *W. L.* his heirs and aſſigns, …they the ſaid *W. W* of *B.* and *S.* lord biſhop of *G.* or either of them …not and hath not at any time heretofore made, done, committed …ecuted, or wittingly or willingly permitted or ſuffered any act, …, matter or thing whatſoever, (ſave and except ſuch as are herein-

before

before mentioned and recited), whereby or wherewith, or by reaſon or means whereof the ſaid lands, tenements, hereditaments and premiſſes hereby releaſed or mentioned, or intended ſo to be, or any of them, or the ſaid copyhold, manor, meſſuages, lands, tenements, and premiſſes to which the ſaid *W. L.* hath been ſo admitted as aforeſaid, or any of them are or is, or may, can or ſhall be any ways impeached, charged, affected or incumbered in title, charge, eſtate or otherwiſe howſoever, *And* the ſaid *J. G.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *T. H. H.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *G. G.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *R. G.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *T. G.* party hereto for himſelf and the ſaid *M.* his wife, and for his and their heirs, executors and adminiſtrators, do ſeverally and not jointly or the one for the other or others of them, or for the acts, deeds, defaults, heirs, executors or adminiſtrators of the other or others of them, but each of them for himſelf, and for his and her own acts, deeds, defaults, heirs, executors and adminiſtrators only, covenant, promiſe, grant and agree to and with the ſaid *W. L.* his heirs and aſſigns, by theſe preſents in manner following, that is to ſay, that they they ſaid *J. G. T. H. H. G. G. R. R. G.* (party hereto) and *M.* his wife or any of them, have not, and hath not at any time or times heretofore made, done, committed or executed, or wittingly or willingly permitted or ſuffered any act, deed, matter, or thing whatſoever, (ſave and except ſuch as are hereinbefore mentioned and recited,) whereby or wherewith, or by reaſon or means whereof the ſaid lands, tenements, hereditaments and premiſſes hereby releaſed, or mentioned, or intended ſo to be, or any of them, or the ſaid copyhold manors, meſſuages, lands, tenements and premiſſes to which the ſaid *W. L.* hath been ſo admitted as aforeſaid, or any of them are or is, or may, can or ſhall be any ways impeached, charged, affected or incumbered in title, charge, eſtate or otherwiſe howſoever, *And further* that they the ſaid *J. G. T. H. H. G. G. R. G. T. G.* and *M* his wife, and their heirs, and all and every other perſon and perſons whatſoever, having or lawfully or equitably claiming or to claim any eſtate, right, title or intereſt, of, in or to the ſaid freehold and copyhold manor, meſſuages, lands, tenements, hereditaments, and premiſſes or any of them, or any part or parts thereof, by, from, under or in truſt for them, or any of them, ſhall and will from time to time, and at all times within the term of twenty years next enſuing the date hereof, upon the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *W. L.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, thing and things, deviſes, conveyances and aſſurances in the law whatſoever, for the further and better, more perfect and abſolute ſurrendering and aſſuring the ſaid freehold and copyhold manor, meſſuages, lands, tenements, hereditaments and premiſſes, and every or any of them, with their appurtenances, unto and to the uſe of the ſaid *W. L.* his heirs and aſſigns, according to the true intent and meaning of theſe preſents, and the aforeſaid ſurrender of the 3d day of *April* laſt, as by the ſaid *W. L.* his heirs or aſſigns, or his, or their counſel in the law ſhall be lawfully

Covenant from the aſſignees, &c.

That they have done no act to incumber ſaid freehold and copyhold premiſſes.

And for further aſſurance.

fully and reaſonably deviſed or adviſed and required, ſo as ſuch further aſſurances contain in them no further or other warranty, or covenant againſt the perſon or perſons who ſhall make or do the ſame, than his, her or their own heirs, acts and deeds only, and ſo as the perſon or parties who ſhall be requeſted to make ſuch further aſſurances ſhall not be compelled or compellable, for making or doing thereof, to go or travel from his, her or their reſpective dwellings or places of abode, more than ten miles from the ſame: And the ſaid *G. G.* and *R. G.* do hereby for themſelves, their heirs, executors, adminiſtrators and aſſigns, covenant, promiſe and grant to and with the ſaid *W. L.* his heirs and aſſigns, that they the ſaid *G. G.* and *R. G.* or one of them, their or one of their heirs or executors, ſhall and will at any time or times hereafter, within the ſpace of twenty years next enſuing the date hereof, (in caſe the ſeveral deeds hereafter mentioned ſhall then be in their cuſtody, poſſeſſion or power, or in the right and in right of the ſaid ſeveral recited mortgage, ſecurities or any of them, or of the reſiduary deviſee in the ſaid recited will of the ſaid Sir *T. G.* deceaſed, and unleſs hindered or prevented by fire, or other inevitable accident,) produce and ſhew forth, or cauſe to be produced and ſhewn forth unto the ſaid *W. L.* his heirs and aſſigns, or to him, or their agents or counſel, or at any trial or hearing in any court of law or equity, or elſewhere, as occaſion ſhall be and require, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 30th day of *June*, and the 1ſt day of *July*, which were in the year of our Lord 1732, and made between the ſaid Sir *T. G.* deceaſed, (then *T. G.* eſq.) of the one part, and the ſaid *W. W.* of the other part, together with the ſaid recited deed poll indorſed on the ſaid releaſe, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 6th and 7th days of *December*, in the year of our Lord 1733, and made or mentioned to be made between the ſaid Sir *T. G.* deceaſed, (then *T. G.* eſq;) of the one part, and the ſaid *E.* of the other part, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 21ſt and 22d days of *Auguſt* 1737, the releaſe being tripartite and made or mentioned to be made, between the ſaid *W. W.* of the firſt part, the ſaid Sir *T. G.* deceaſed, (then *T. G.* eſq.) of the ſecond part, and the ſaid *E. G.* of the third part, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 23d and 24th days of *Auguſt*, in the year of our Lord 1737, and made or mentioned to be made, between the ſaid Sir *T. G.* (then *T. G.* eſq;) of the one part, and the ſaid *E. G.* deceaſed, of the other part, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 5th and 6th days of *December*, in the year of our Lord 1739, and made or mentioned to be made, between the ſaid Sir *T. G.* (then *T. G.* eſq;) of the one part, and the ſaid *G. G.* and *R. G.* of the other part, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 23d and 24th days of *January*, in the year of our Lord 1740, and made or mentioned to be made, between the ſaid Sir *T. G.* of the one part, and the ſaid *T. G.* of the other part, the ſaid recited indenture of bargain and ſale inrolled bearing date the 25th day of *March*, in the year of our Lord 1765. and made or mentioned to be made, between the ſaid *T. T. W. T. B.* and *W. B.* of the one part, and the ſaid *J. G.* and *T. H.* of the other part, the ſaid recited indentures of leaſe and releaſe, bearing date reſpectively the 17th and 18th days of *January*, in the

Covenant from the deviſees to produce title deeds.

year

year of our Lord 1766, and made or mentioned to be made, between ſaid *G. G.* and *R. G.* of the one part and the ſaid *W. W.* of *B.* of the other part, together with the ſaid recited deed poll indorſed on the ſaid laſt mentioned indenture of releaſe, and the ſaid recited indenture bearing date the 10th day of *February*, in the year of our Lord 1766, and made or mentioned to be made, between the ſaid *G. G.* and *R G.* of the one part, and the ſaid *S.* lord biſhop of *G.* of the other part, or any of them, for the better evidencing, proving, maintaining and defending the right and title of him the ſaid *W. L.* his heirs and aſſigns, in, and to the ſaid premiſſes hereby releaſed or mentioned, or intended ſo to be releaſed unto and to the uſe of him and his heirs as aforeſaid, *In Witneſs* whereof the parties firſt above-named, have to theſe preſents interchangeably ſet their hands and ſeals the day and year firſt above written.

Releaſe from the Releaſors in the preceding Conveyance to the Truſts therein named, declaring the Purchaſe made in Truſt for him.

Recital of preceding conveyance.

Declaration of truſt.

THIS *Indenture*, made, *&c. Between H.* of ——— and *J.* of ——— of the one part, and *E.* of ——— of the other part. *Whereas* by leaſe and releaſe *tripartite*, *&c. (Recital of the laſt conveyance)* relation, *&c. Now this Indenture witneſſeth*, that the ſaid *H.* and *J.* do hereby for themſelves, their heirs, executors, adminiſtrators and aſſigns, ſeverally acknowledge and declare the ſaid ſum of 1100 *l.* the conſideration money mentioned to be by them paid, in and by the ſaid recited indenture of releaſe, for the purchaſe of the premiſſes to them conveyed as aforeſaid, was the proper money of and belonging to the ſaid *E.* and that the ſaid meſſuage, *&c.* in and by the ſaid recited indentures of leaſe and releaſe, mentioned or intended to be granted, ſold, releaſed and conveyed, are ſo granted, ſold, releaſed and conveyed unto them the ſaid *H.* and *J.* and their names are uſed in the ſaid recited indentures in truſt only, and for the uſe of the ſaid *E.* his heirs and aſſigns, and for no other uſe or purpoſe: *And therefore this Indenture further witneſſeth*, that they the ſaid *H.* and *J.* in purſuance of the truſt in them repoſed as aforeſaid and in conſideration of 5 *s.* a-piece of lawful, *&c.* well and truly paid by the ſaid *E.* the receipt, *&c.* they the ſaid *H.* and *J. Have* and each of them *Hath* granted, *&c.* and by, *&c. Do*, and each of them *Doth* grant, *&c.* unto the ſaid *F.* (in his actual poſſeſſion, *&c.* by the ſaid *H.* and *J.* by indenture, *&c.)* and to the heirs and aſſigns of the ſaid *E.* for ever, *All* that, *&c.* of them, the ſaid *H.* and *J.* and either of them, of, in, to, *&c.* by virtue of the ſaid recited indentures of leaſe and releaſe, and by any other ways or means whatſoever or howſoever; together with all and ſingular deeds, *&c. To have and to hold*, &c. *(Add a Covenant that the releaſors have not incumbered)*. *In Witneſs*, &c.

A Tranſfer

Tranſfer (by Leaſe and Releaſe) of two ſeveral Mortgages in Fee, in one whereof an infant Heir conveys, by virtue of the Statute of 7 Anne.

THIS *Indenture of four parts*, made, &c. *Between J. D.* of, &c. and *M.* his wife of the firſt part, *H. M. B.* of, &c. and *T. B.* of, &c. an infant under the age of 21 years, that is to ſay, of the age of 18 years or thereabouts, grandſons and reſiduary legatees named in the laſt will and teſtament of *J. M.* late of, &c. deceaſed; which ſaid *H. M.* is alſo heir at law of the ſaid *J. M. J. V.* of, &c. living executor and truſtee of the laſt will and teſtament of the ſaid *J. M.* of the ſecond part, *R. B.* of, &c. of the third part, and *E. J.* &c. of the fourth part. *Whereas* by indenture of leaſe and releaſe, Recitals.
the leaſe bearing date, &c. and the ſaid releaſe bearing date the 2d day of *March*, &c. and made, &c. between *R. E.* of, &c. and *E.* his wife of the one part, and the ſaid *J. M.* of the other part (*reciting* as the ſaid indenture of releaſe is recited) they the ſaid *R. E.* and *E.* his wife, for and in conſideration of the ſum of 60*l.* of, &c. did bargain, &c. unto and to the uſe of the ſaid *J. M.* her heirs and aſſigns, all thoſe two meſſuages, &c. to hold the ſaid meſſuages, &c. unto and to the uſe of the ſaid *J. M.* her heirs and aſſigns for ever, *defeaſible nevertheleſs, and ſubject* to a proviſo or condition in the ſaid recited indenture of releaſe contained, for making void thereof on payment of the ſum of 168*l.* of, &c. by the ſaid *R. E.* his, &c. unto the ſaid *J.* her, &c. on the day and times, in manner and form as in the ſaid recited indenture of releaſe is particularly mentioned, as in and by, &c. *And whereas* the ſaid *J. M.* is ſince dead, having firſt duly made and publiſhed her laſt will and teſtament in writing, bearing date, whereby ſhe gave and adviſed all her real and perſonal eſtates unto her grandſons the ſaid *H. M. B.* and his brother *T. B.* equally to be divided between them, and made and appointed *J. B.* and *J. D.* both to be deceaſed, and the ſaid *J. V.* executors and truſtee of her ſaid will; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the 16 and 17 days of *June*, &c. and made, &c. between the ſaid *R. E.* and *E.* his wife of the one part, and the ſaid *J. D.* of the other part, the ſaid indenture of releaſe, reciting the ſaid indenture of leaſe and releaſe of the firſt and ſecond of *March*, &c. herein before recited, and alſo reciting, that there was the ſum of 196*l.* due to the executors of the ſaid *J. M.* for principal and intereſt, on the ſaid recited mortgage, and that the ſaid *J. D.* had purchaſed of the ſaid *R. E.* and *E.* his wife, the equity of redemption of the ſaid mortgaged premiſſes, they the ſaid *R. E.* and *E.* his wife, in conſideration of 196*l.* to be paid to the ſaid *H. M. B.* and *T. B.* and of 40*l.* in hand paid to the ſaid *R. E.* *did*

As to a mortgage in fee from *R. E.* and *E.* his wife, to *J. M.*

J. M.'s death, *H. M. B.* and *T. B.* the (infant) deviſees.

Conveyance of the equity of redemption to *J. D.*

did bargain, ſell, releaſe and confirm unto the ſaid *J. D.* his heirs and aſſigns, *all* thoſe the ſaid two meſſuages, *&c.* herein before particularly mentioned, and in and by the ſaid firſt recited indentures of leaſe and releaſe bargained and releaſed; *To hold* the ſame unto the ſaid *J. D* his heirs and aſſigns for ever; *ſubject nevertheleſs* to the payment of the ſum of 196 *l.* to be paid at *Michaelmas* then next, with the intereſt from thence to grow due on the ſaid recited mortgage made to the ſaid *J. M.* as aforeſaid, as in and by the ſaid recited indentures of leaſe and releaſe, relation, *&c. And whereas* by indentures of leaſe and releaſe bearing date reſpectively the 7th and 8th days of *May*, *&c.* and made, *&c.* between the ſaid *J. D.* and *M.* his wife, of the one part, and the ſaid *R. B.* of the other part, reciting in the ſaid indenture of releaſe, the ſaid firſt recited indenture of leaſe and releaſe of the firſt and ſecond of *March*, *&c.* to the ſaid *J. M.* they the ſaid *J. D.* and *M.* his wife, in conſideration of the ſum of 200 *l.* to the ſaid *J. D.* paid by the ſaid *R. B. did* bargain, *&c.* unto the ſaid *R. B.* his, *&c. all* thoſe the ſaid two meſſuages, *&c.* herein before particularly mentioned, and in and by the recited indentures of leaſe and releaſe bargained and releaſed, and alſo all that meſſuage, *&c.* as alſo, *&c. To hold* the ſame unto and to the uſe of the ſaid *R. B.* his heirs and aſſigns for ever; *ſubject nevertheleſs* to the ſaid herein before recited mortgage, made as aforeſaid to the ſaid *J. M.* and defeaſible nevertheleſs, and ſubject to a proviſo or condition in the ſaid recited indenture of releaſe contained, for making void thereof on payment of the ſum of 200 *l.* on, *&c.* with lawful intereſt for the ſame, by the ſaid *J. D.* his, *&c.* unto the ſaid *R. B.* his, *&c.* on the days and times, and in manner and form as in the ſaid laſt recited indenture of releaſe is particularly mentioned, as in and by, *&c. And whereas* in *Eaſter* term in, *&c.* one fine *ſur conuſance de droit come ceo*, *&c.* was had and levied of all and ſingular the premiſſes above mentioned in his majeſty's court of *C. P.* at *Weſtminſter*, wherein *R. B.* plaintiff, and *J. D.* and *M.* his wife defendants, by the name of three meſſuages, *&c.* with the appurtenances in, *&c.* the uſe and uſes of which ſaid fine have not been declared by any of the parties thereto: *And whereas* the ſaid *J. D.* hath paid and ſatisfied all intereſt due on the ſaid recited mortgage to the day of the date of theſe preſents, ſo that there remained due on the ſaid firſt recited mortgage to the ſaid *H. M. B.* and *T. B.* as deviſees and reſiduary legatees in the will of the ſaid *J. M.* the ſum of 160 *l.* only and no more: *And whereas* the ſaid *J. D.* hath alſo paid and ſatisfied to the ſaid *R B* all intereſt due on the ſaid laſt recited mortgage made to the ſaid *R. B.* to the day of the date of theſe preſents, and alſo the ſum of 40 *l.* part of the ſaid principal ſum of 200 *l.* ſo that there only remains due to the ſaid *R. B.* on the ſaid laſt recited mortgage the ſum of 160 *l.* *And whereas* by virtue of and in purſuance of an act of parliament made in the ſeventh year of the reign of her late majeſty queen *Anne*, (intitled, An act to enable infants who are ſeiſed or poſſeſſed of eſtates in fee in truſt, or by way of mortgage, to make conveyances of ſuch eſtates) the ſaid *T. B.* hath, by an order of the high court of chancery on a petition of the ſaid *J D.* been directed to convey the premiſſes hereinbefore mentioned unto and to the uſe of the ſaid *E. J.* her heirs and aſſigns for ever: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum

J. D.'s conveyance thereof to *R. B.*

A fine levied by *R. B.* and *J. D.* and *M.* his wife.

The uſes not declared.

As to *J. D.* having paid the intereſt and what now due.

As to the act of parliament of the 7th of queen *Anne*, for enabling infants to convey, an order in chancery.

Conſideration.

ſum of 160 *l.* of, &c. to the ſaid *J. V.* (by and with the direction and conſent of the ſaid *H. M. B.* and *T. B.* teſtified, &c. and as by and with the direction, privity and conſent of the ſaid *J. D.* teſtified alſo by, &c.) in hand paid by the ſaid *E. J.* at, &c. in full of all monies due and owing on the ſaid firſt recited mortgage, *And alſo* for and in conſideration of the further ſum of 160 *l.* of, &c to the ſaid *R. B.* (by and with the direction and conſent of the ſaid *J. D.* teſtified, &c.) in hand alſo paid by the ſaid *E. J.* at, &c. the receipt or payment of which ſaid ſeveral ſums of 160 *l.* and 160 *l* they the ſaid *H. M. B.* and *T. B. J. V.* and *R. B.* and each and every of them do and doth thereby reſpectively acknowledge, and thereof, &c and alſo for and in conſideration of the ſum of 5 *s.* of, &c. in hand paid to the ſaid *J D.* by the ſaid *E. J.* at, &c. the receipt, &c. the ſaid *H M. B.* and the ſaid *T. B.* by virtue of and in purſuance of the ſaid act of parliament, and in obedience to the ſaid order of the high court of chancery (by and with the privity and conſent of the ſaid *J. V.* and of the ſaid *J.* teſtified, &c.) and alſo the ſaid *R. B.* (by and with the privity and conſent of the ſaid *J D.* teſtified, &c.) and alſo the ſaid *J. D. Have*, and each and every of them the ſaid *H. M B. T. B. R B.* and *J D.* have bargained, ſold, aſſigned, aliened, releaſed and confirmed, and **Releaſe.** by theſe preſents (with the like privity and conſent) *Do*, and each and every of them *Doth* bargain, &c. unto the ſaid *E. J.* (in her actual poſſeſſion, &c.) and to her heirs, *All* thoſe, &c. *To have and to hold* the ſaid meſſuages, &c. and all and ſingular, &c. unto the ſaid *E J.* her heirs and aſſigns, to the only proper uſe and behoof of the ſaid *E. J.* her heirs and aſſigns for ever: *Provided always neverthelefs*, and it is hereby declared and agreed, by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and theſe preſents is that if the ſaid *J. D* his heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid to the ſaid *E. J.* her heirs, executors, adminiſtrators or aſſigns, the full and juſt ſum of 336 *l.* of, &c. in manner and form following, that is to ſay, the ſum of 8 *l.* part thereof, at or upon the 23d day of *June* next enſuing the date hereof, the further ſum of 328 *l.* reſidue thereof, at or upon the 23d day of *December* next enſuing the date hereof, and which will be in the year of our Lord 17— without making any deduction, defalcation or abatement out of the ſame or any part thereof, for or in reſpect of any taxes, charges, aſſeſſments, payment or other matter or thing whatſoever, that then and from thenceforth the ſaid *J. D.* his heirs and aſſigns, ſhall ſtand and be ſeiſed of the meſſuages, &c. herein before mentioned; *In Truſt*, to permit and ſuffer the ſaid *J D.* his heirs and aſſigns, to take and receive to his and their own uſe the rents and profits thereof. *(Covenant for further aſſurance; to pay* 336 *l. mortgage money; done no act to incumber; to ſtand ſeiſed till eſtate perfected; good right*, &c. *that a fine ſhall be to ſuch uſe). In Witneſs*, &c.

Conveyance by Leaſe and Releaſe of the Reverſion of an Eſtate after the Death of Tenant for Life.

THIS *Indenture*, made, &c. *Between J. B. H.* of *London*, gent. only ſon and heir of *J. B. H.* late of, *M.* &c. deceaſed, of the one part, and *A. D.* of *L.* widow, of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 200 *l.* of, &c. *He* the ſaid *J. B. H. Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe preſents *Doth*, &c. unto the ſaid *A. D.* (in her actual poſſeſſion, &c.) and to her heirs, *All* thoſe, &c. and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid meſſuages or tenements, lands and premiſſes, and alſo all the eſtate, &c. of him the ſaid *J. B. H.* of, in, to or out of the ſaid premiſſes, or any part or parts thereof, and all deeds, &c. *To have and to hold* the ſaid meſſuages, or tenements, lands, hereditaments, and all and ſingular the premiſſes herein before mentioned, and intended to be hereby granted and releaſed, with their and every of their appurtenances, unto the ſaid *A. D.* her heirs and aſſigns, to the uſe and behoof of the ſaid *A. D.* her heirs and aſſigns for ever; *Subject nevertheleſs* to the eſtate for life of *A. H.* widow of the ſaid *J. H.* and mother of the ſaid *J. B. H.* which ſhe may claim by virtue of an indenture *tripartite*, bearing date the, &c. made or mentioned to be made between the ſaid *J. H.* of the firſt part, *M. C.* of, &c. in the county of, &c. widow, the relict of *J. D.* then late of *W.* in the ſaid county of, &c. gent. *N. D.* of *M.* aforeſaid, gent. *J. D.* of the pariſh of St. *S. S.* in the county of *S.* haberdaſher, and *W H.* of *A.* next *R.* in the ſaid county of *K.* of the ſecond part, and the ſaid *A. H.* by her then name *A. D* and *M.* of the third part, *And* (*Covenants to levy a fine; lawfully ſeiſed*, &c. *the uſual covenants excepting the eſtate for life.*) *In Witneſs*, &c.

A Conveyance of a Bankrupt's Eſtate from Truſtees to a Purchaſor in purſuance of a Decree in Chancery.

THIS *Indenture of three parts*, made the, &c. *Between J G.* of, &c. *R. C.* of, &c. and *E. R.* of, &c. widow, relict and adminiſtratrix of *J. R.* late of, &c. deceaſed, (which ſaid *J. R.* was the only ſon and iſſue of *R. R.* who was the eldeſt ſon and iſſue of *W. R.* and alſo nephew and heir at law to, and alſo deviſee of the lands and tenements

tenements herein after granted and conveyed of and under the laſt will and teſtament of *R. R.* heretofore, of, &c. deceaſed), of the firſt part, *E. C.* of, &c. of the ſecond part, and *T. C.* of, &c. of the third part. *Whereas*, &c. *(Recital of a mortgage for a term of years from R. R to P J. for 300l.) And whereas* the ſaid *J. R.* ſome time after making and executing the ſaid indentures of mortgage before mentioned and recited, became a bankrupt, and a commiſſion of bankruptcy was awarded againſt him in ſuch manner and directed to ſuch commiſſioners, whereon there were ſuch proceedings had, as are herein after mentioned and recited; *And whereas* by indenture of bargain and ſale bearing date on or about the 12th day of *Auguſt*, &c. made, &c. between *W. P.* eſq; *L. K.* and *J. C.* gent. of the one part, and *S. W.* of, &c. of the other part, reciting as therein is recited, and to the effect following, (*to wit*) that a commiſſion of bankruptcy under the great ſeal of *Great Britain*, bearing date at *Weſtminſter* the 23d day of *July* then laſt paſt, and grounded upon the ſeveral ſtatutes made concerning bankrupts, had been awarded againſt the ſaid *J. R.* by the name of *J. R.* late of, &c. and directed unto the ſaid *W. P. L. K.* and *J. C.* and unto *J. C.* eſq; and *A. G.* gent. thereby giving full power and authority to them the ſaid commiſſioners, four or three of them (whereof the ſaid *W. P.* and *J. C.* was to be one) to execute the ſaid commiſſion, as in and by the ſaid commiſſion, relation being thereunto had, would more fully appear; and that the ſaid *W. P. L. K.* and *J. C* (being the major part of the commiſſioners in the ſaid commiſſion named) began to put the ſaid commiſſion in execution, and upon due examination of witneſſes and other good proofs before them taken, had found that the ſaid *J. R* was long before the date and ſuing forth the ſaid commiſſion, a dealer in ſtuffs, ſilks, linen and other goods, and endeavoured to get his livelihood by buying of ſilks, ſtuffs, linen and other goods, as aforeſaid, and had by reaſon thereof become indebted unto the ſaid *S. W.* in the ſum of 347*l.* and to ſeveral other his creditors in divers and large ſums of money, and that the ſaid *J R.* being ſo indebted as aforeſaid before the date and ſuing forth the ſaid commiſſion, in the judgment of the ſaid *W. P. L. K.* and *J. C.* became bankrupt to all intents and purpoſes within the compaſs, true intent and meaning of the ſeveral ſtatutes made concerning bankrupts, ſome or one of them, and that the ſaid commiſſioners, in the execution of the before recited commiſſion, and the ſtatutes therein mentioned, had likewiſe found, or it otherwiſe appeared unto them, that the ſaid *J. R.* at ſuch time as he became a bankrupt as aforeſaid, was ſeiſed or poſſeſſed of or entitled unto an eſtate of inheritance in fee-ſimple, fee tail, or ſome other eſtate of inheritance, or other eſtate in reverſion, remainder or expectancy, of and in the meſſuages, Lands, tenements and hereditaments herein before mentioned, and herein after bargained and ſold; *They* the ſaid *W. P. L. K.* and *J. C.* in further execution of the ſaid commiſſion, and of the ſtatutes therein mentioned, and by force and virtue of the ſame, and of the power and authority to them thereby given, and alſo for and in conſideration of the covenants therein after on the part of him the ſaid *S. W.* his heirs, executors and adminiſtrators, covenanted to be performed, fulfilled and done, did, as much as in them lay, and they lawfully might, order, bargain and ſell unto him the ſaid *S. W.* his heirs and aſſigns for ever, all and ſingular the meſſuages, lands, tenements and hereditaments, and

As to the mortgagor's becoming a bankrupt.

Commiſſion, &c.

As to the bargain and ſale

of the bankrupt's real eſtate to an aſſignee, whereof part were the mortgaged premiſſes.

premiſſes herein before mentioned to be ſituate, &c. with their and every of their rights, &c. and alſo all that meſſuage or tenement, ſituate, &c. and alſo all other the manors, lands, tenements and hereditaments of him the ſaid *J. R.* or any other in truſt for him, or wherein and whereunto the ſaid *J. R.* then was, or at the time he became a bankrupt, was ſeiſed of, intereſted in, or intitled unto, in law or in equity, ſituate, &c. and the reverſion, &c. and all the eſtate, &c. which he the ſaid *J R.* or any other perſon or perſons in truſt for him, then had, or at ſuch time as he the ſaid *J. R.* became a bankrupt, had or ſhould, or of right ought to have or claim, in, to or out of the ſaid premiſſes, every or any part or parcel of them, or either of them, and alſo all the eſtate, right, title, intereſt, claim and demand whatſoever, both in law and in equity, which they the ſaid commiſſioners, parties thereto, by virtue of the ſaid commiſſion or the ſtatutes therein mentioned, then had, of, in, to or out of the ſaid premiſſes, or any part or parcel of them, any or either of them; *To hold* the ſaid meſſuage or tenement, lands, hereditaments and premiſſes, in and by the ſaid hereby recited indenture ordered, bargained and ſold or meant to be bargained and ſold, with their and every of their appurtenances, unto the ſaid *S. W.* his heirs and aſſigns, *To the Uſe* of him the ſaid *S. W.* his heirs and aſſigns for ever; *Upon Truſt nevertheleſs*, and to the intent that the ſaid *S. W.* his heirs and aſſigns, did and ſhould, with all convenient ſpeed, ſell and diſpoſe of the ſaid meſſuage or tenement, lands, hereditaments and premiſſes, and every part and parcel thereof, at the beſt price that could be had or gotten for the ſame by him or them for the equal and proportionable benefit and advantage (after payment of, and diſcharging all money juſtly due and owing on all and every mortgage or mortgages made of the ſaid premiſſes, every or any of them, before the ſaid *J. R.* became a bankrupt) of him the ſaid *S. W.* and all ſuch other the creditors of the ſaid *J. R.* which had then already ſought, or ſhould thereafter in due time ſeek relief by virtue of the ſaid commiſſion, and contribute towards the charges thereof, according to the direction and limitation of the ſaid ſeveral ſtatutes in that caſe made and provided, ſo far as the ſame ſhould amount to ſatisfy ſuch creditors their reſpective debts, and alſo the charges of ſuing out, and otherwiſe proceeding on the ſaid commiſſion; and as to the reſidue and ſurpluſage of the ſame (if any there be) *in Truſt* for the ſaid *J. R.* his executors, adminiſtrators and aſſigns, according to the ſeveral ſtatutes, and the true intent and meaning of them, and to and for no other uſe, intent or purpoſe whatſoever, as in and by the ſaid laſt recited indenture, commiſſion and proceedings of the commiſſioners, relation, &c. *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively the 16th and 17th days of *July* 1730, the ſaid releaſe being *quadripartite*, and made or mentioned to be made between the ſaid *J. R.* and *E. C.* of the firſt part, the ſaid *S. W.* of the ſecond part, and the ſaid *J G.* and *R C.* of the third part, (reciting to the effect before recited) and alſo that the ſaid meſſuages, lands, tenements and hereditaments, and other the eſtate of the ſaid *J. R.* ſo as aforeſaid granted and aſſigned by the ſaid *P J.* to the ſaid *E. C.* and the reverſion thereof, ſo as aforeſaid, bargained and ſold by the ſaid *W. P. L. K.* and *J. C.* unto the ſaid *S. W.* were of greater value, and more than ſufficient to ſatisfy and pay all the juſt debts of the ſaid *J. R.* due and owing to the ſaid *E. C. S. W.* and all his other creditors,

To hold to the aſſignee in truſt to ſell the ſame ſubject to the paying of mortgage monies, and the overplus to go amongſt the creditors.

As to a conveyance from the mortgagee and the aſſignee, to Mr. *G.* and Mr. *C.* two truſtees of the bankrupt's eſtate upon ſeveral truſts, &c.

tors, and for and in conſideration of the further ſum of 650 *l.* then or before advanced and lent by the ſaid *E. C.* unto the ſaid *S. W.* in order to pay the debts of the ſaid *J. R.* and for the ſecuring the repayment of the ſaid ſum of 650 *l.* with intereſt, as well as of the before mentioned ſum of 600 *l.* with intereſt, and alſo of all ſuch other ſums and intereſt, as the ſaid *E. C.* ſhould pay and advance for and towards the clearing and diſcharging the debts of the ſaid *J. R.* and for the preventing the abſolute ſale of the ſaid premiſſes, and ſecuring the ſpeedy payment of the ſaid *E. C. S. W.* and the reſt of the creditors of the ſaid *J. R.* their ſeveral and reſpective debts, and other conſiderations in the ſaid releaſe mentioned; he the ſaid *S. W.* by and with the conſent and approbation of the ſaid *J. R. did* grant and convey unto the ſaid *J. G.* and *R. C.* and their heirs, *To the Uſe* of the ſaid *J. G.* and *R. C.* and their heirs, all and ſingular the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, upon ſuch truſts as in the ſaid indenture of releaſe are mentioned and declared; (that is to ſay) *upon truſt*, that in caſe the ſaid *J. R.* his heirs or aſſigns, or ſome or one of them, ſhould not, within the ſpace of ſix months next enſuing the date of the ſaid laſt recited indenture of releaſe, well and truly pay, or cauſe to be paid unto the ſaid *E. C.* and *S. W.* and all and every other his creditors, all ſuch ſum and ſums of money as ſhould be duly proved to be juſtly due and owing to them, and each of them reſpectively, by and from the ſaid *J. R.* that then and in ſuch caſe they the ſaid *J. G.* and *R. C.* and the ſurvivor of them, his heirs or aſſigns, did and ſhould ſell, or otherwiſe diſpoſe (in ſuch manner as they, or the ſurvivor of them, his heirs or aſſigns, ſhould think fit) all and ſingular the ſaid premiſſes, or ſo much of the ſame, as ſhould be ſufficient by the money ariſing by the ſale or mortgage thereof, in the firſt place, to pay and retain to themſelves all ſuch coſts and charges, as they or either of them ſhould ſuſtain or be put unto, for, about or concerning the ſaid truſts; and in the next place, ſo much as ſhould be ſufficient to pay off and diſcharge all and every the debts, which then already were or ſhould be duly proved to be due and owing by and from the ſaid *J. R.* to the ſaid *E. C.* and *S. W.* and all other creditors, and did and ſhould pay the ſame accordingly, and did and ſhould pay the ſurpluſage of ſuch money (if any there ſhould be) to the ſaid *J. R.* his executors, adminiſtrators or aſſigns; and from and after the before mentioned truſts performed, upon truſt that they the ſaid *J. G.* and *R. C.* and the ſurvivor of them, or the heirs of ſuch ſurvivor, did and ſhould re-convey unto the ſaid *J. R.* and his heirs, or to ſuch other perſon or perſons as he ſhould nominate and appoint, all ſuch of the ſaid premiſſes as ſhould not be ſold for the purpoſes aforeſaid; and that from thenceforth, and after all the ſaid truſts performed, the ſaid commiſſion, at the coſts and charges of the ſaid *J. R.* his executors or adminiſtrators, ſhould and might be ſuperſeded: *And whereas* the ſaid *J. R.* departed this life ſometime in or about the month of ——— in the year ——— before any ſale made of the ſaid premiſſes, or of any part thereof, or before any of the truſts in the ſaid laſt recited indenture of releaſe were fulfilled or performed, and without having ſuperſeded the ſaid commiſſion of bankrupt, (which is ſtill in being and in force) leaving the ſaid *E. R.* his widow, and *R. R.* an infant, his eldeſt ſon and heir, whereupon the ſaid *J. G.* and *R. C.* refuſed or neglected to act in the ſaid truſts repoſed in them as aforeſaid, by the ſaid laſt recited indenture

As to bankrupt's death before ſale of the premiſſes upon the truſts aforeſaid, and leaving his wife and an infant ſon, the truſtees

refuſing to act.

As to a bill brought by a mortgagee againſt the widow, infant and truſtees.

As to prayer of mortgagee's bill.

As to a decretal order.

As to maſter's report.

As to a perſon's bidding in truſt for Mr. *C.* the purchaſor.

denture of releaſe: *And whereas* the ſaid *E. C.* exhibited his bill of complaint in the high court of chancery, ſometime in or about —— term in the year —— againſt the ſaid *J. W. E. R. R R.* the infant, *J. G.* and *R. C.* therein ſetting forth the ſubſtance of the ſeveral deeds and conveyances before mentioned and recited, and alſo the death of the ſaid *J. R.* and that he the ſaid *E C.* had not been paid any part of the reſpective ſums of money above mentioned to be due to him, and that the ſaid *J G.* and *R. C.* refuſed to act in the ſaid truſt, the ſaid *E. C.* by his ſaid bill therefore prayed, that the ſaid truſt declared and expreſſed in the ſaid indenture of releaſe, bearing date the 17th day of *July* 1730, might be performed, and the ſaid *E C.* be otherwiſe relieved, as the nature of his caſe did require; to which ſaid bill all the ſaid defendants having put in their anſwers, and the ſaid cauſe being at iſſue and coming on to be heard before his Honor the maſter of the Rolls, on or about the 9th day of *June* 1736, his Honor did think fit, and ſo order and decree, that it ſhould be referred to Mr. *B.* one of the maſters of this court, to compute what is due to the ſaid *E. C.* the plaintiff, for principal and intereſt on his ſaid mortgage; and alſo that the ſaid maſter ſhould take an account of all other the debts of the ſaid *J. R.* and for that purpoſe, that the ſaid maſter ſhould cauſe an advertiſement to be publiſhed in the *London Gazette*, for the creditors of the ſaid *J. R.* to come in and prove their debts before him by a time to be therein limited, or in default thereof, that they would be excluded the benefit of the ſaid decree; and the ſaid maſter was alſo directed to enquire whether the defendant the ſaid *E. R.* be entitled to dower, or not; in caſe the ſaid maſter ſhould find that ſhe is intitled to dower, then he was to ſet a value thereon, and to tax all parties their coſts of this ſuit; and in order to raiſe money to anſwer the purpoſes aforeſaid, it is ordered and decreed, that ſo much of the real eſtate of the ſaid *J. R.* as ſhould be neceſſary, ſhould be ſold, with the approbation of the ſaid maſter, to the beſt purchaſor or purchaſors that could be gotten for the ſame, in which ſale all proper parties are to join, as the ſaid maſter ſhould direct; and out of the money ariſing by ſuch ſale, all parties are in the firſt place to be paid their ſaid coſts, and the defendant the ſaid *E. R.* is in the next place (in caſe the ſaid maſter ſhould find ſhe is entitled to dower) to be thereout paid what the ſaid maſter ſhould value her dower at, and then the plaintiff is to be paid what the ſaid maſter ſhould certify to be due to him for principal and intereſt as aforeſaid; and out of the reſidue of the ſaid money ariſing by ſuch ſale, the other creditors of the ſaid *J. R.* who ſhould come in and prove their debts before the ſaid maſter as aforeſaid, are to be paid what the ſaid maſter ſhould certify to be due to them reſpectively, as in and by the ſaid bill, anſwers and decree, relation being thereunto had, doth more fully and at large appear: *And whereas* the ſaid maſter *B.* in purſuance of the ſaid decree, made his report in the ſaid cauſe on or about the fifth day of *February* laſt paſt, and did thereby certify that he conceived it would be neceſſary to ſell the whole of the ſaid real eſtate of the ſaid *J. R.* to anſwer the purpoſes in the ſaid decree mentioned, and that he had therefore cauſed the ſale to be duly advertiſed in the *London Gazette*, and that in purſuance of ſuch notice he had been attended by ſeveral perſons propoſing to purchaſe the ſame, and that Mr. *J. K.* in the name and on the behalf of the ſaid *T. C.* propoſed to give for the ſaid eſtate 2020*l.* which ſum being the moſt that had

had been bid for the ſame, he had allowed the ſaid *J. K.* on the behalf of the ſaid *T. C.* to be the beſt purchaſor for the ſaid real eſtate: *And whereas* the ſaid report was by an order of the ſaid court of chancery bearing date on or about the 10th day of *February* laſt paſt, confirmed, unleſs cauſe ſhould be ſhewn to the contrary, within eight days after notice thereof to the plaintiff and defendant's reſpective clerks in court, and which ſaid laſt mentioned order was made abſolute by another order of the ſaid court bearing date on or about the 12th day of *March* laſt paſt: *And whereas* the ſaid maſter by his report, bearing date on or about the 25th day of *June* laſt paſt, proceeded to take an account in the ſaid cauſe, of what is due to the ſaid *E. C.* for principal and intereſt upon the ſaid premiſſes and found the ſame to amount to the ſum of 1748 *l.* 11 *s.* 4 *d.* and alſo to take an account of all other the debts of the ſaid *J. R.* and for that purpoſe had cauſed two ſeveral advertiſements to be inſerted in the *London Gazette*, for the creditors of the ſaid *J. R.* to come in and prove their debts before the ſaid maſter, by a time in the ſaid advertiſement limited, and long ſince paſt; and in default thereof, that they would be excluded the benefit of the ſaid decree, and certified that the ſame (excluſive of what was due to the ſaid *E. C.*) amounted to the ſum of 267 *l* 10 *s.* 5 *d.* and alſo proceeded to enquire whether the ſaid *E. R.* was entitled to dower or not, from the ſaid eſtate, and found that ſhe was intitled to dower, and that he had valued the ſame at the ſum of 92 *l.* 13 *s.* 4 *d.* and that he had alſo conſidered of the plaintiff's bill of coſts, and alſo of all the defendants bill of coſts, and had taxed the plaintiff's bill of coſts at the ſum of 122 *l.* 5 *s.* and the defendant *J. W.'s* bill of coſts at the ſum of 14 *l.* 12 *s.* 6 *d.* and the bills of coſts of all the other the defendants, at the ſum of 33 *l.* 9 *s.* 4 *d.* the coſts of all the ſaid parties taxed as aforeſaid, amounting in the whole to the ſum of 170 *l.* 11 *s.* 6 *d* and that, in order to raiſe money for the purpoſe aforeſaid, he had cauſed the ſale of the ſaid *J. R.*'s real eſtate in the ſaid county of *S.* to be advertiſed as aforeſaid, and that he had allowed the ſaid *J. K.* on the behalf of the ſaid *T. C.* the beſt purchaſor of the real eſtate aforeſaid, at the ſaid ſum of 2020 *l.* and that out of the ſaid ſum of 170 *l.* 11 *s.* 6 *d* taxed for the coſts of the ſeveral parties in the ſaid ſuit, was to be paid in the firſt place, in the ſeveral proportions before mentioned; that the ſaid *E. R.* was, in the next place, to be paid the ſaid ſum of 92 *l.* 13 *s.* 4 *d.* the value of her dower; and that the plaintiff, *E. C.* in the next place, was to be paid the ſum of 1748 *l.* 11 *s.* 4 *d.* certified to be due to him as aforeſaid, for principal and intereſt on the ſaid mortgaged premiſſes: and that after payment of the ſaid ſeveral ſums, the reſidue of the ſaid purchaſe money would be the ſum of 8 *l.* 3 *s.* 10 *d* and no more, for payment of the other creditors of the ſaid *J. R.* who had proved their debts before the ſaid maſter, as by the laſt mentioned report, which was afterwards confirmed and made abſolute by order of the ſaid court of chancery, on or about the fifth day of this inſtant *July*) relation, *&c. Now this Indenture witneſſeth*, that the ſaid *J. C. R. C.* and *E. R.* in purſuance of the ſaid decree, reports, orders and proceedings before mentioned, and by and with the approbation of the ſaid maſter, and alſo by and with the conſent of the ſaid *E. C.* teſtified by his being a party to, and ſealing and delivery hereof, for and in conſideration of the

As to report being confirmed, unleſs cauſe.

As to ſubſequent report of debts due to the mortgagee and creditors, and coſts to plaintiffs and defendants.

And as to dower.

Conſideration.

the above mentioned ſums of 1748 *l.* 11 *s.* 4 *d.* and 122 *l.* 9 *s.* 6 *d.* due to the ſaid *E. C.* for principal, intereſt and coſts, as aforeſaid, to him the ſaid *E. C.* in hand paid by the ſaid *T. C.* the receipt of which ſaid ſums the ſaid *E C.* doth hereby acknowledge; and alſo for and in conſideration of the above mentioned ſum of 12 *l.* 13 *s.* 4 *d.* due to the ſaid *E. R.* being the value eſtimated of her dower as aforeſaid, and to her the ſaid *E. R* in hand paid by the ſaid *T. C.* (the receipt whereof the ſaid *E. R.* doth hereby acknowledge); and alſo for and in conſideration of the above mentioned ſum of 14 *l.* 12 *s.* 8 *d.* due to the ſaid *J. W.* in hand paid by the ſaid *T. C.* (the receipt whereof is hereon indorſed and ſigned by the *J. W.*) and alſo for and in conſideration of the above mentioned ſum of 33 *l.* 9 *s.* 4 *d.* in hand paid by the ſaid *T. C.* unto *S B.* of *Chriſt-Church* aforeſaid, gent attorney and ſolicitor for all the other defendants in the ſaid cauſe, being their coſts taxed as aforeſaid, (the receipt whereof is hereon indorſed and ſigned by the ſaid *S. B.*) and alſo for and in conſideration of the above mentioned ſum of 8 *l.* 3 *s.* 10 *d.* reſidue of the ſaid purchaſe money, to them the ſaid *J. G.* and *R. C.* in truſt for the other creditors of the ſaid *J. R.* who have proved their debts before the ſaid maſter, (the receipt of which ſaid laſt mentioned ſum the ſaid *J. G* and *R. C.* do hereby acknowledge) *Have* bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents, they the ſaid *J G. R. C.* and *E. R. Do* bargain, ſell, *&c.* unto the ſrid *T. C.* his heirs and aſſigns (in the actual poſſeſſion, *&c.*) *All* that, *&c. To have and to hold* the ſaid meſſuage, lands, tenements and premiſſes herein before mentioned and intended to be hereby releaſed and conveyed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *T. C* his heirs and aſſigns, *To the Uſe* of the ſaid *T C.* his heirs and aſſigns for ever, *And*, &c. (*covenant done; no act to incumber*). *In Witneſs*, &c.

Releaſe of a Moiety of a Pew in a Church.

TO *all Perſons* to whom, &c. *Whereas* the ſaid *A. B.* together with *C D.* of the ſaid pariſh of ——— gent. now are and ſtand ſeiſed to them and their heirs, in equal ſhares, *viz.* the ſaid *A. B.* of, in and to one undivided moiety or half part, and the ſaid *C. D.* of, in, and to the other undivided moiety or half-part, of and in ——— *All* that pew or ſeat in the pariſh church of ——— aforeſaid, and as the ſame now and late has been uſed; poſſeſſed and enjoyed by them the ſaid *A. B.* and *C. D. Now know ye, and theſe Preſents witneſs*, that for and in conſideration of the ſum of 61 *l.* of lawful money of *Great Britain* by the ſaid *C. D.* to the ſaid *A. B* in hand well and truly paid at, *&c* in full for the abſolute purchaſe of his the ſaid *A. B*'s undivided moiety or half-part of and in the ſaid pew or ſeat; and of all his eſtate and intereſt therein, the receipt of, *&c* and for divers other, *&c. He* the ſaid *A. B. Hath* granted, bargained, ſold, remiſed, releaſed, quit-

claimed

claimed and confirmed, and by theſe preſents *Doth* freely and abſolutely grant, &c. unto the ſaid *C. D.* (in his actual and peaceable poſſeſſion now being) and to his heirs and aſſigns, *All* that his the ſaid *A. B.*'s undivided moiety or half-part of and in the ſaid pew or ſeat in the pariſh of *M.* in the county of *G.* aforeſaid, with its appurtenances; and all the eſtate, right, title, intereſt, inheritance, uſe, poſſeſſion, reverſion, remainder, yearly rent, profits, property, claim and demand whatſoever or howſoever, both in law and equity, of him the ſaid *A. B.* or of any perſon or perſons in truſt for him, of, in or to the ſaid hereby releaſed premiſſes, and every part and parcel thereof; *To have and to hold* the ſaid hereby releaſed undivided moiety or half part of the ſaid pew or ſeat and premiſſes, with its appurtenances, unto the ſaid *C. D.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever: *And* the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *C D.* his heirs and aſſigns, in manner as follows, *viz.* That the ſaid *A. B.* now hath in himſelf good right, full power, and abſolute authority to releaſe and convey the ſaid undivided moiety of the ſaid pew or ſeat, with its appurtenances, unto and to the uſe of the ſaid *C. D.* his heirs and aſſigns, in manner as aforeſaid; *And laſtly*, that he the ſaid *A. B.* and his heirs, ſhall and will, at any time hereafter, at the requeſt and charge of the ſaid *C. D.* his heirs and aſſigns, make, do and execute any further lawful and reaſonable act, deed or thing in the law whatſoever, for the further, better and more effectual conveying, aſſuring and confirming of the ſaid hereby releaſed moiety of the ſaid pew and premiſſes with its appurtenances, unto and to the uſe of the ſaid *C. D.* his heirs and aſſigns for ever, as by him or them, or his or their counſel learned in the law, ſhall in that behalf be reaſonably adviſed or required. *In Witneſs* whereof the ſaid *A. B.* hath hereunto ſet his hand and ſeal, &c.

Releaſe of an Eſtate from the firſt Mortgagee and the Mortgagor to the ſecond Mortgagee, in Conſideration of his diſcharging the firſt Mortgagee of the Money due on the Mortgage to him, and of a further Sum paid to the ſaid Mortgagor.

THIS *Indenture* of three parts, made, &c. *Between E. J. (firſt mortgagee)* of ——— of the firſt part, *J. D. (mortgagor)* of ——— of the ſecond part, and *J. B. (ſecond mortgagee and preſent purchaſor)* of ——— of the third part. *Whereas*, &c. [*recital of a mortgage in fee to* E. J. *(party hereto) (reciting therein ſeveral mortgages*, &c. *and a fine levied to* R. B. *of all the premiſſes)*; *and of a declaration of the uſe of the fine (levied to* R. B.*) to* E. J. *vide* Tit. *Covenants; and a recital of a mortgage of part of the premiſſes to* T. B. *party hereto.*] *And whereas*

whereas the ſaid *J. D.* made default in payment of the principal ſum of ——— ſo ſecured to the ſaid *E J.* by the ſaid recited indenture *quadripartite* of the ——— day of ——— and by reaſon of ſuch non-payment thereof, the ſaid ——— and premiſſes therein compriſed and conveyed, are now in law become abſolutely veſted in the ſaid *E. J. And whereas* there is now juſtly due and owing from the ſaid *J. D.* to the ſaid *E. J.* for principal and intereſt, by virtue of the ſame indenture, in the whole the ſum of ——— *And whereas* there is alſo due and owing from the ſaid *J. D.* to the ſaid *T. B.* by virtue of the ſaid recited ſecurity ſo made to him as aforeſaid, for principal and intereſt, in the whole the ſum of ——— (*Which* ſaid ſeveral ſums of ——— and ——— ſo now reſpectively due and owing to the ſaid *E J.* and *T. B.* in the manner aforeſaid, making together the ſum of ——— is by him the ſaid *J. D.* hereby agreed, acknowledged and declared ſo to be, teſtified by his executing theſe preſents): *And whereas* the ſaid *J D* (in conſideration of the ſum of ——— to be by the ſaid *T. B.* now paid to the ſaid *E. J.* in diſcharge of all monies now due to her upon the ſaid recited ſecurity, and alſo in conſideration of the ſaid ſum of ——— ſo now due from the ſaid *J. D.* to the ſaid *T. B.* by virtue of the ſaid recited ſecurity ſo made to him as aforeſaid, and alſo of the ſum of ——— to be to him now paid by the ſaid *T. B.* amounting in the whole to the ſum of ——) hath agreed abſolutely to grant, releaſe and convey the ſaid ſeveral meſſuages, lands, tenements, hereditaments and premiſſes ſo reſpectively mortgaged as aforeſaid, and all his eſtate, right, title, intereſt, equity and benefit of redemption whatſoever, of, in and to the premiſſes unto and to the uſe of the ſaid *T. B* his heirs and aſſigns, in ſuch manner as herein after is mentioned: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum of ——— of lawful money of *Great Britain*, to the ſaid *E. J.* (by the direction and appointment of the ſaid *J. D.* teſtified by his being a party to, ſigning and ſealing of theſe preſents) in hand well and truly paid by the ſaid *T. B.* at or before the ſealing and delivery of theſe preſents, in full ſatisfaction and diſcharge of all principal and intereſt, now due and owing to the ſaid *E. J.* by virtue of the ſaid recited ſecurity ſo made to her as aforeſaid, the receipt of which ſaid ſum of ——— ſhe the ſaid *E. J.* doth hereby acknowledge, and thereof acquit, exonerate, and for ever diſcharge as well the ſaid *T. B.* their reſpective heirs, executors and aſſigns, by theſe preſents, ſhe the ſaid *E. J.* (at the ſpecial inſtance and requeſt, and by and with the conſent, direction and appointment of the ſaid *J. D.* teſtified as aforeſaid), *Hath* bargained, ſold, releaſed and confirmed, and by theſe preſents *Doth* bargain, ſell, releaſe and confirm unto the ſaid *T. B.* (in his actual poſſeſſion now being by virtue of a bargain and ſale to him thereof made by them the ſaid *E. J.* and *J. D.* for one whole year, in conſideration of the ſum of 5*s.* of lawful money by indenture bearing date the day next before the day of the date of theſe preſents, made between the ſaid *E. J.* and *J. D.* of the one part, and the ſaid *T. B.* of the other part, and ſealed and delivered before the ſealing and delivery of theſe preſents, and by force of the ſtatute for transferring of uſes into poſſeſſion in that behalf made and provided), and to his heirs and aſſigns, all thoſe the ſaid *(the parcels)* which in and by the ſaid recited indentures of leaſe and releaſe, bearing date the —— and —— days of —— and by the ſaid fine ſo levied as aforeſaid, were granted,

releaſed

leaſed and conveyed unto and to the uſe of the ſaid *E. J.* as aforeſaid, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes, and all the eſtate, right and title, intereſt, property, claim and demand whatſoever, both in law and equity, of her the ſaid *E. J.* of, in, to or out of the herein before releaſed hereditaments and premiſſes and every part and parcel thereof, by virtue of the ſame indentures, or otherwiſe howſoever, together with the ſame indentures, and all and every other deeds, evidences and writings whatſoever, touching or concerning the ſaid premiſſes which ſhe the ſaid *E. J.* hath in her cuſtody or power, or can or may come by without ſuit in law or equity; *To have and to hold* the ſaid *(meſſuage or tenements, lands, hereditaments,)* and all and ſingular other the premiſſes herein before mentioned or intended to be by her the ſaid *E. J.* hereby releaſed, with their and every of their appurtenances, unto the ſaid *T. B.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *T. B.* his heirs and aſſigns for ever. (*Covenant here to the ſaid* T. B. *that the ſaid* E. J. *hath not done any act to incumber the premiſſes.* Vid. Tit *Covenant.) And this Indenture further witneſſeth*, that in conſideration of the ſaid ſum of ——— ſo paid by the ſaid *T. B.* to the ſaid *E. J.* in diſcharge of all monies ſo due to her by virtue of her ſaid recited ſecurity as aforeſaid, and alſo in conſideration of the ſaid ſum of ——— ſo now due from the ſaid *J. D.* to the ſaid *T. B.* by virtue of the ſaid recited ſecurity as aforeſaid, and alſo for and in conſideration of the ſaid further ſum of ——— of lawful money of *Great Britain*, to the ſaid *J. D.* in hand well and truly paid by the ſaid *T. B.* at or before the ſealing and delivery of theſe preſents, the payment and receipt of which ſaid ſeveral ſums of ——— and ——— ſo now paid, due and owing, in manner aforeſaid, (amounting in the whole to the ſaid ſum of ——— purchaſe monies), he the ſaid *J. D.* doth hereby acknowledge, and therefrom, and of and from every part and parcel thereof, doth acquit, releaſe, exonerate, and for ever diſcharge the ſaid *T. B.* his heirs, executors and aſſigns, and every of them by theſe preſents, (which ſaid ſum of ——— by him the ſaid *J. D.* hereby agreed and declared to be in full for the complete and abſolute purchaſe of the herein before and after releaſed *meſſuages, lands, tenements, hereditaments and premiſſes*), and of all his the ſaid *J. D.*'s eſtate, right, title, intereſt, equity, and benefit of redemption whatſoever, of, in and to the ſame) and for divers other good and valuable cauſes and conſiderations him thereunto eſpecially moving, he the ſaid *J. D.* in purſuance and performance of his ſaid recited agreement, *Hath* granted, bargained, ſold, aliened, remiſed, releaſed and confirmed, and by theſe preſents *Doth* freely, clearly and abſolutely grant, &c. unto the ſaid *T. B.* (in his actual poſſeſſion now being by virtue of the herein before mentioned indenture of bargain and ſale, bearing date the day next before the day of the date of theſe preſents) and to his heirs and aſſigns, *All* thoſe the ſaid ——— (the *parcels*) together with all and every the deeds, evidences and writings whatſoever, touching or concerning the ſame premiſſes, which he the ſaid *J. D.* hath in his cuſtody or power, or can or may come by without ſuit in law or in equity; *To have and to hold* the ſaid *(ſeveral meſſuages and tenements, lands, hereditaments)*, and all and ſingular the premiſſes herein before mentioned and intended to be by him the ſaid *J. D.* granted and releaſed,

with

with their and every of their appurtenances, unto the ſaid *T. B.* his heirs and aſſigns; *To the only Uſe* and behoof of the ſaid *T. B.* his heirs and aſſigns for ever, freed and abſolutely acquitted, exonerated, and for ever diſcharged of and from the ſeveral proviſoes in the ſaid indentures of releaſe of the ——— day of ——— and the ——— day of ——— contained, for redemption of the ſaid ſeveral premiſſes, and of and from all other right, equity, power, and benefit of redemption whatſoever, of him the ſaid *J. D.* and his heirs, of, in and to the ſaid hereby granted and releaſed hereditaments and premiſſes, and every part and parcel thereof. *(Covenants that* J. D. *has done no act to incumber the premiſſes; and that the ſaid* E. J. *and* J. D. *or one of them has good right to grant,* &c. *for quiet enjoyment; free from incumbrances; for further aſſurance; and then a declaration of the uſes to* T. B. Vid. tit. *Covenants*). *In Witneſs,* &c.

* *Draft of a Leaſe and Releaſe and Covenant, to ſurrender Freehold and Copyhold Eſtates; by Owners and their Truſtees.*

Parties. THIS *Indenture of four parts,* made, *&c. Between R. S.* of, *&c. W. S.* of, *&c. C. P.* of, *&c.* and *E. B.* of, *&c.* of the firſt part, *J. B.* of, *&c.* and *M.* the wife of the ſaid *J. B.* of the ſecond part, *J. M.* of, *&c.* of the third part, and *G. M.* of, *&c.* of the fourth part.

Recital of will. *Whereas* the ſaid *J. B.* deceaſed, in and by his laſt will and teſtament in writing, duly executed and atteſted, bearing date on or about the 16th day of *July*, which was in the year of our Lord 1769, did give and bequeath all his lands, tenements, hereditaments and real eſtate whatſoever not compriſed in his marriage ſettlement, and which he had any power to diſpoſe of, unto the ſaid *R. S.* and *S. W.* therein reſpectively named, and their heirs, executors and adminiſtrators, upon truſt to pay a moiety of the clear rents and profits of his real eſtate to his then wife, and pay and apply ſo much of the other moiety towards the maintenance and education of his daughters *S.* and *M. B.* until they reſpectively attain the age of 21 years, or be married, as the ſaid *R. S.* and *W. S.* or the ſurvivor of them, with the conſent of his ſaid wife, ſhould think fit; and upon truſt to improve the reſidue thereof for the benefit of his two daughters, and from and after the death or marriage of his ſaid wife, his will was, that the whole income of his real eſtate ſhould be applied by the ſaid truſtees for the maintenance, education and benefit of his ſaid two daughters, *And* in caſe either of his ſaid two daughters ſhould die, or marry without the conſent of his ſaid wife, and the ſaid truſtees, or the ſurvivor or ſurvivors of them, then the whole

hole of the ſaid income and produce ſhould be applied for the mainte-
nce, education and benefit of his other ſurviving or unmarried daugh-
, and when and as ſoon as his ſaid daughters or either of them
uld reſpectively attain the age of 21 years, or marry with ſuch con-
t and approbation, then he deviſed and bequeathed to each of his
d daughters ſo of age, or marrying as aforeſaid, and to her heirs,
ecutors or adminiſtrators, one moiety of his real and perſonal eſtates,
ject to ſuch payment of one moiety of the income thereof to his
d wife during her widowhood as aforeſaid, and in caſe and when
er of the ſaid daughters attaining ſuch age, or marrying as afore-
d, his other daughter ſhould be dead, or married without ſuch con-
t as aforeſaid, or if ſhe ſhould die, or marry without ſuch conſent as
reſaid, then he deviſed the whole of ſuch real and perſonal eſtate
o ſuch daughter ſo attaining ſuch age, or marrying with ſuch conſent
aforeſaid, her heirs, executors and adminiſtrators; and he directed
truſtees, and the ſurvivor of them, his heirs, executors and adminiſ-
ors, to convey and aſſign the ſame accordingly; and in caſe both his
ghters ſhould die under age, or unmarried, or marry under age,
hout ſuch conſent, then he deviſed his real and perſonal eſtate over
other perſons in the ſaid will mentioned, and did declare that the
ſes for the benefit of his daughters ſhould be, and ſhould be accepted
them in full ſatisfaction of the legacies given them by the will of his
er *J. B.* and if they ſhould inſiſt upon thoſe legacies, they ſhould
e no benefit of it by his will, but their parts and ſhares of his real
perſonal eſtate ſhould go over to ſuch perſon or perſons as aforeſaid,
by the ſaid will now remaining in the prerogative court of the archbi-
p of *Canterbury*, relation being thereunto had may more fully and at
e appear; *And whereas* by a decree or decretal order of the high court of chancery made and pronounced on the 19th day of *February*, which was in the year of our Lord 1760, in a certain cauſe then and ſe depending, wherein the ſaid *R. T.* and *E. B.* were plaintiffs, the ſaid *S.* the widow of the ſaid *J. B.* and the ſaid *S.* and *M. B.* daughters were defendants, who being preſent in court and ſubmit- to the ſaid will of the ſaid *J. B.* and concurring and deſiring, that part of the 10,000 *l.* mentioned in the marriage ſettlement of the *J. B.* ſhould be laid out in land purſuant to that ſettlement, but ſo much thereof as had been already applied in manner after men- ſhould be conſidered as properly applied, *And* as to ſo much of as remained to be applied as after directed, *It was* by ſuch con- ordered and directed, that as to 2000 *l.* part of the 10,000 *l.* lent Mr. *B.* on mortgage of his ſaid eſtate at *B.* and ſecured by a term ed out of the inheritance, that ſuch term ſhould remain in the truſ- in truſt to attend the inheritance of the ſaid eſtate deviſed by the will, and as to 3333 *l.* 10 *s.* 5 *d.* paid to Mrs. *B.* by the truſtees, applied by her in payment of her huſband's debts and legacies in and exoneration of the eſtate deviſed by the ſaid will, *It was* de- ed by like conſent that the ſame was to be conſidered as properly ap- d, and that the 1351 *l.* 9 *s.* 7 *d* other part of the ſaid 1000 *l* in hands of Mrs. *B.* ſhould be applied towards diſcharging the 1382 *l.* *s.* 3½ *d.* balance of the account ſettled between Mrs. *B.* and her ghters, and by like conſent it was ordered, that 13 *l.* 2 *s.* 8½ *d.* ing the reſidue of ſuch balance ſhould be paid to Mrs. *B.* by the

Decree in chancery.

plaintiff

plaintiff *R. S.* out of the 190 *l.* admitted to be in his hands, of the ſaid 10,000 *l.* that the reſidue of the ſaid 190 *l.* after deducting the coſts after directed ſhould be laid out in old *South Sea* annuities in the names of the ſaid *R. S.* and *E. B.* and by like conſent it was ordered, that ſuch annuities with the 217 *l.* 10 *s.* old *South Sea* annuities, purchaſed with the reſidue of the ſaid 10,000 *l* and ſtanding in the names of the ſaid *R. S.* and *E B.* ſhould remain in their hands *Upon the Truſts* and for the purpoſes in the marriage ſettlement, excepting that the ſame were not to be laid out in lands, all parties were to be paid their coſts out of the reſidue of the 190 *l* in the hands of the ſaid *R. S And whereas* a partition was made of all the eſtates which came to the ſaid *S. B* and *M. B.* either under their father's will or as his coheireſſes, and the ſeveral meſſuages or tenements, cloſes, lands and hereditaments herein after mentioned to be granted, releaſed and covenanted to be ſurrendered, fall to the ſhare of the ſaid *M.* the now wife of the ſaid *J. B.* party hereto; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the 15th and 16th days of *May*, which was in the year 1760, the releaſe being *tripartite*, and expreſſed to be made between the ſaid *R. S.* and *W. S.* and the ſaid *S. B.* and *M. B.* of the firſt part, *T. M.* of the ſecond part, and the ſaid *S. B.* widow, of the third part, reciting in effect as is herein before recited, and that as the lot of the ſaid *M. B.* in the ſaid partition exceeded in value the lot of the ſaid *S B.* the ſum of 141 *l.* 13 *s.* 10 *d.* to make ſuch partition; *It was witneſſed*, that in purſuance and performance of the ſaid agreement, and for carrying the ſaid partition into execution, and for conveying and ſecuring the ſeveral manors, meſſuages, farms, lands, hereditaments and premiſſes therein mentioned to and for the benefit of the ſeveral parties intereſted therein to hold in ſeveralty, they the ſaid *R. S.* and *W. S. S. B.* the younger and *M. B.* did bargain, ſell, alien, releaſe and confirm unto the ſaid *J. M.* all and ſingular the ſeveral manors, farms, lands and hereditaments therein particularly mentioned, *To hold* to the ſaid *J. M.* his heirs and aſſigns for ever, to the ſeveral uſes, intents and purpoſes therein and hereinafter mentioned (that is to ſay) as to, for, and concerning all and ſingular the ſeveral freehold and copyhold meſſuages or tenements, lands, hereditaments and premiſſes herein after mentioned to be granted and releaſed and covenanted to be ſurrendered to the uſe and behoof of the ſaid *M. B.* her heirs and aſſigns, to be held in ſeveralty for ever, and which ſaid ſeveral freehold and copyhold meſſuages, lands, tenements and hereditaments were thereby declared to be in full of her the ſaid *M. B*'s one moiety of the ſaid premiſſes; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively the 10th and 11th days of *April*, which was in the year of our Lord 1766, the releaſe being of five parts, and expreſſed to be made between the ſaid *M. B* by her deſcription of *M. B.* of *S.* in the county of *K.* ſpinſter, one of the daughters and co-heireſſes of *T. P.* late of *S.* aforeſaid eſq; deceaſed, by *S* his wife alſo deceaſed, and one of the deviſees named in his laſt will and teſtament, of the firſt part, the ſaid *T. B.* party hereto, of the ſecond part, *J. B.* an infant, of the third part, the reverend *R. B.* doctor in divinity, one of the prebendaries of the collegiate church of *P. W.* and *E. W.* of *C.* in the ſaid county of ——— of the fourth part, and *R S. W. S. C. P.* and *E. B.* of the fifth part, reciting the marriage then intended to be had, and

which

A partition.

Indentures of leaſe and releaſe, being a partition.

Indentures of leaſe and releaſe conveying ſaid premiſſes to truſtees for ſale.

which was afterwards ſolemnized between the ſaid *T. B.* party hereto, and *M.* his wife, ſhe the ſaid *M. B.* with the privity and conſent of the ſaid *T. B.* her then intended huſband, granted and conveyed unto the ſaid *R. B.* and *W. E.* (amongſt other hereditaments) all and ſingular the ſeveral meſſuages or tenements, lands and hereditaments hereinafter mentioned and releaſed, with their and every of their appurtenances; *To* hold unto the ſaid *R. B.* and *E. W.* their heirs and aſſigns, after the ſolemnization of the ſaid intended marriage to the uſe of the ſaid *R. S. W. S. C. P.* and *E. B.* their heirs and aſſigns, upon the ſeveral truſts therein and herein after mentioned (that is to ſay) upon truſt that they the ſaid *R. S. W. S. C. P.* and *E. B* and the ſurvivors and ſurvivor of them, or the heirs of ſuch ſurvivor, or ſuch perſon or perſons as ſhould or might at any time thereafter by virtue of the ſaid indenture be and become truſtee or truſtees of the ſame eſtates and premiſſes, ſhould forthwith or as ſoon as conveniently might be after the ſolemnization of the ſaid then intended marriage with the conſent and approbation of the ſaid *T. B.* party hereto, and *M.* his wife, or the ſurvivor of them, if living, or if either of them ſhould be dead, then at the diſcretion of them the ſaid *R. W. S. C. P.* and *E. B.* abſolutely to ſell and diſpoſe of the ſaid meſſuages, lands, tenements and hereditaments, parts and ſhares of meſſuages, lands, tenements and hereditaments in the ſaid county of *B.* herein before granted and releaſed, or mentioned or intended ſo to be, or the fee-ſimple and inheritance thereof, to any perſon or perſons, his, her or their heirs and aſſigns, either together or in parcels, for the beſt price or prices of money that could or might be reaſonably had or obtained for the ſame, and that upon payment or receipt of the money ariſing by ſale of the ſame premiſſes, or any part thereof, unto and by the ſaid *R. S. W. S. C. P.* and *E. B.* and the ſurvivors and ſurvivor of them, or ſuch perſon or perſons as ſhould be truſtee or truſtees for the time being as aforeſaid, they the ſaid truſtees or truſtee as aforeſaid ſhould ſign and give a proper receipt or receipts for the ſame, which receipt or receipts ſhould be a ſufficient diſcharge and diſcharges to ſuch purchaſor or purchaſors for the money therein acknowledged and expreſſed to be received, and ſuch purchaſor or purchaſors ſhould not be afterwards anſwerable and accountable for any loſs, miſ-application or non-application of ſuch purchaſe money ſo received, or any part thereof, upon further truſt that when all or any of the ſaid meſſuages, lands, tenements and hereditaments, parts and ſhares of meſſuages, lands, tenements and hereditaments, ſhould be ſold for a valuable conſideration money, and ſuch receipt or receipts ſhould be ſo given for the purchaſe money as aforeſaid, they the ſaid truſtees, and the ſurvivors or ſurvivor of them, or ſuch perſon or perſons as ſhould be truſtees or a truſtee for the ſaid truſt money and premiſſes for the time being, ſhould forthwith pay, apply and diſpoſe of the monies ariſing by ſuch ſale ſales, in ſuch manner and form, and to and for ſuch intents and purpoſes as are therein, and herein after mentioned concerning the ſame, that is to ſay,) that they ſhould in the firſt place, pay thereout to the ſaid *B.* party hereto, his executors or adminiſtrators the ſum of 200*l.* lawful money of *Great Britain*, to and for his own proper uſe and benefit, and ſhould in the next place with all convenient ſpeed, by and with the conſent and approbation of the ſaid *T. B.* party hereto, and *M.* his wife or the ſurvivor of them, if living, or if dead, then at the truſtee's

own

own diſcretion lay out and inveſt the money ariſing by ſuch ſale or ſales, in one or more purchaſe or purchaſes of freehold meſſuages, tenements, and hereditaments in fee ſimple in poſſeſſion, and copyhold meſſuages, lands or tenements of inheritance or other or others, free from incumbrances, in that part of *Great-Britain* called *England*, and thereupon ſettle, convey and aſſure the ſame to certain uſes in the ſaid ſettlement mentioned and expreſſed concerning the ſame. *And whereas* the ſaid *J. M.* on behalf of the ſaid *G. M.* hath contracted and agreed with the ſaid *J. B.* party hereto, for the abſolute purchaſe as well of the freehold, meſſuages or tenements, lands, meadows, paſtures and hereditaments, hereinafter by theſe preſents granted and releaſed, as of the ſeveral cuſtomary or copyhold meſſuages, cottages, lands and hereditaments hereinafter covenanted to be ſurrendered, and which are parcel of the manor of *B.* in the county of *B.* for the price or ſum of 9400 *l.* *And whereas*, by a decree or decretal order of the high court of chancery made and pronounced the 21ſt day of *March*, now laſt paſt, before the date of theſe preſents in a certain cauſe there depending wherein the ſaid *J. M.* was plaintiff and the ſaid *J. B* and *M.* his wife, *R. S. W. S. C P.* and *E. B* were defendants, his Honor the maſter of the Rolls, on the ſaid *J. M.* declaring that he was content with the title to the ſaid premiſſes in caſe the ſaid contract ſhould be approved of by the ſaid court, did decree that it might be referred to *T. G.* eſq; one of the maſters in the ſaid court, whether the ſaid contract entered into by the ſaid *J. B.* with the ſaid *J. M.* was a reaſonable contract, and proper to be carried into execution, and if the ſaid maſter ſhould find it ſo to be, then he did decree the ſame to be performed and carried into execution accordingly, and out of the purchaſe money, it was further ordered, that the ſum of 2000 *l.* ſhould be paid to the ſaid *J. B.* and further ordered that the reſidue of ſuch purchaſe money after deducting the coſts therein after directed to be paid, ſhould be paid into the bank of *England*, with the privity of the accountant general of the ſaid court, and placed to the credit of the ſaid cauſe, in order to be laid out and inveſted in a purchaſe or purchaſes of freehold or copyhold meſſuages, lands, tenements and hereditaments, to be ſettled to the uſes, and for the purpoſes in that behalf mentioned, in the ſaid ſettlement bearing date the 11th day of *April* 1766, and in the mean time until ſuch purchaſe or purchaſes could be found, it was further ordered, that the ſame ſhould be laid out in the purchaſe of bank three pounds *per cent.* annuities, in the name of and with the privity of the ſaid accountant general, *In Truſt* in the ſaid cauſe, and the ſaid accountant general was to declare the truſts thereof accordingly, ſubject to the further order of the ſaid court, and when a proper purchaſe or purchaſes ſhould offer, wherein to inveſt the reſidue of the ſaid purchaſe money or any part thereof, any perſons intereſted therein, were to be at liberty to apply to the ſaid court concerning the ſame, and in the mean time it was further ordered, that the intereſt to accrue due on the ſaid bank annuities ſhould be paid to the ſaid *J. B.* the huſband of the ſaid *M. B.* and on his death, in caſe the ſaid purchaſe money or any part thereof, ſhould not be laid out or inveſted in the purchaſe of lands, tenements or hereditaments, any perſon intereſted therein might be at liberty to apply to the ſaid court, concerning the ſame, and for the purpoſe aforeſaid, the ſaid accountant-general was to draw on the bank according to the form preſcribed by the act of parliament

Contract for purchaſe of ſaid premiſſes, by *J. M.* on behalf of *G. M.*

Decretal order of the court of chancery.

Maſter's report.

ment for the relief of the ſuitors of the ſaid court, and the general rules and orders of that court in ſuch caſe made and provided, and upon ſuch payment of the ſaid purchaſe money as before directed it was further ordered, that all proper parties do join in executing a conveyance of the eſtate in queſtion to the ſaid *J. M.* and his heirs, or as he ſhould direct, ſuch conveyance to be had at the ſaid *J. M.*'s expence, and to be ſettled by the ſaid maſter, if the parties ſhould differ about the ſame; and all the parties were by the ſaid decree to be examined upon interrogatories, and produce before the ſaid maſter upon oath, all books, papers and writings in their cuſtody or power relating thereto, as the ſaid maſter ſhould direct, *And* it was further ordered, that all the parties be paid their coſts of the ſaid ſuit, to be taxed by the ſaid maſter, *And* it was further ordered, that the ſaid *J. M.* do retain his own coſts, and pay unto the other parties reſpectively, their coſts out of the ſaid purchaſe money, and any of the ſaid parties were to be at liberty to apply to the ſaid court, as there ſhould be occaſion. *And whereas* the ſaid maſter by his report made in the ſaid cauſe bearing date the 12th day of May now laſt paſt, certified that the ſaid ſum of 9400 *l.* is the value of the ſaid eſtate, and that the ſaid *J. M.* is content to take the ſame at that price, and did conceive that the ſaid contract ſo entered into as aforeſaid, was fair and reaſonable, and ought to be carried into execution, and that the ſum of 2000 *l.* part of the ſaid conſideration money aforeſaid, ought to be paid to the ſaid *J. B.* as the ſaid decree directs, and that the ſaid maſter had conſidered of all parties their coſt of the ſaid ſuit and the bill of coſts of the ſaid *J. M.* amounting to the ſum of 30 *l.* 5 *s.* 10 *d.* he had moderated and taxed the ſame, at the ſum of 28 *l.* 18 *s.* 2 *d.* and the ſaid *W. S.*'s bill of coſts, amounting to the ſum of 24 *l.* 17 *s.* 11 *d.* he taxed the ſame at the ſum of 21 *l.* 5 *s.* 4 *d.* and the bill of coſts of the ſaid *J. B.* and *M.* his wife, *R. S.* *C. P.* and *E. B.* amounting to the ſum of 28 *l.* 18 *s.* 9 *d.* to be taxed the ſame, at the ſum of 27 *l.* 8 *s.* 8 *s.* 5 *d.* which ſeveral ſums of 48 *l.* 18 *s.* 2 *d.* 21 *l.* 5 *s.* 7 *d.* and 27 *l.* 8 *s.* 5 *d.* amount together to the ſum of 96 *l.* 12 *s.* 2 *d.* and which coſts ſo taxed, are to be retained and paid as directed by the ſaid decree out of the ſaid purchaſe money as follows, (that is to ſay,) the ſaid *J. M.*'s coſts are to be retained by him, the ſaid *W. S.*'s coſts to be paid to him, and coſts of the ſaid *J.* and *M.* his wife, *R. S. C. P.* and *E. B.* are to be paid to them, and after retaining and paying the ſeveral coſts as aforeſaid out of the ſum of 9400 *l.* and alſo the ſaid ſum of 2000 *l.* to the ſaid *T. B.* party therein, there will remain the ſum of 7303 *l.* 7 *l.* 10 *d.* being the reſidue of ſuch purchaſe money which is to be paid into the bank, with the privity of the accountant general of the ſaid court, and laid out in his name, in the purchaſe of bank 3 *per cent.* annuities, *In Truſt*, in the ſaid cauſe as the ſaid decree directs, and which ſaid report by an order bearing date the 24th day of *May* now laſt paſt, was duly confirmed, as in, and by the ſaid ſeveral above recited will, indentures, decree, order and report (relation being thereunto reſpectively had) may more fully and at large appear, *Now this Indenture witneſſeth*, that in purſuance of, and in obedience of the decree or decretal order herein before recited, and alſo for and in conſideration of the ſum of 2000 *l.* of lawful money of *Great-Britain*, to the ſaid *J. B.* in hand paid by the ſaid *G. M.* before the ſealing and delivery of theſe preſents, by the conſent, direction and appointment of the ſaid *J. M.* teſtified by his being a party to, and

Maſter's report.

ſealing and delivering of theſe preſents, the receipt whereof the ſaid *J. B.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, releaſe and for ever diſcharge the ſaid *G. M.* his heirs, executors, and adminiſtrators and every of them by theſe preſents, and alſo for and in conſideration of the ſum of 48 *l.* 18 *s.* 2 *d.* ſo as aforeſaid, to be retained by and paid to him the ſaid *J. M.* for his coſts in the ſaid ſuit, and alſo for and in conſideration of the further ſum of 20 *l.* 5 *s.* 7 *d.* to the ſaid *W. S.* in hand alſo paid by the ſaid *G. M.* before the ſealing and delivering of theſe preſents in full for his the ſaid *W. S*'s coſts in the ſaid ſuit, and alſo for and in conſideration of the further ſum of 27 *l.* 8 *s.* 5 *d.* to the ſaid *R. S. C. P.* and *E. B* in hand alſo paid by the ſaid *G. M.* before the ſealing and delivery of theſe preſents in full for his coſts in the ſaid ſuit, the ſeveral and reſpective receipts whereof they the ſaid *J. M. W. S C. P.* and *E. B.* do hereby ſeverally acknowledge, and thereof and of every part thereof, *Do.* and each and every of them *Doth*, acquit, exonerate, releaſe and for ever diſcharge the ſaid *G. M.* his heirs, executors and adminiſtrators, and every of them by theſe preſents, and alſo for and in conſideration of the further ſum of 7303 *l.* 7 *s.* 2 *d.* of like money by the ſaid *G. M.* with the like conſent and direction of the ſaid *J. M.* teſtified as aforeſaid, paid into the bank of *England*, with the privity of the accountant general of the ſaid court, which ſaid ſums of 2000 *l.* 48 *l.* 12 *s.* 2 *d.* 20 *l.* 5 *s.* 7 *d.* 27 *l.* 8 *s.* 5 *d.* 7303 *l.* 7 *s.* 10 *d.* amounting in the whole to the ſum of 9400 *l.* are the full conſideration for the abſolute purchaſe of the ſeveral meſſuages, lands, tenements and hereditaments hereinafter mentioned to be granted and releaſed, and covenanted to be ſurrendered, and alſo for and in conſideration of the further ſum of 5 *s.* a-piece, of like lawful money to the ſaid *R. S. W. S. C. P.* and *E. B.* in hand alſo paid by the ſaid *G. M.* before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, they the ſaid *R. S. W. S. C. P.* and *E. B.* by and with the conſent, direction and appointment as well of the ſaid *J. M.* as of the ſaid *J. B.* party hereto, and *M.* his wife, (teſtified by their being parties to and ſealing and delivering theſe preſents) *Have* and each and every of them *Hath* bargained, ſold, aliened, releaſed and confirmed, and the ſaid *J. B* party hereto, and *M.* his wife have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed and by theſe preſents they the ſaid *R. S W S. C. P.* and *E. B.* do, and each and every of them doth, bargain, ſell, alien, releaſe and confirm, and alſo the ſaid *J. B.* and *M.* his wife do, and each of them doth, grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *G. M* (in his actual poſſeſſion now being by virtue of a bargain and ſale to him thereof made, by the ſaid *R. S. W. S. C. P. E. B.* and *J. B.* party hereto and *M.* his wife for 5 *s.* conſideration by indenture bearing date the day next before the day of the date of theſe preſents, and executed before the ſealing and delivery hereof, for one whole year, commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by force of the ſtatute made for transferring of uſes into poſſeſſion) and to his heirs and aſſigns, *All* that and theſe, *&c. &c.* and all other the meſſuages, cottages, arable land, meadow and paſture ground, ley ground, tenements and hereditaments whatſoever, howſoever the ſame have been excharged or intermixed the one with the other of them; the ſaid

Transfer.

J. B.

J. B. party hereto and *M.* his wife or either of them, or wherein they or any perſon or perſons in truſt for them or either of them have or hath any eſtate of freehold of inheritance in poſſeſſion, reverſion, remainder or expectancy, ſituate, ſtanding, lying or being in the pariſhes of *B.* aforeſaid, and *P.* in the ſaid county of *B.* or either of them, or howſoever, or otherwiſe, or by whatever other name or names the ſaid meſſuages or tenements, lands, cloſes, hereditaments and premiſſes, or any of them, or any part or parts of any of them, now are or is, or at any time or times heretofore hath or have been, ſituate, lying and being, abutted, bounded or deſcribed, parted, altered, divided, diſtinguiſhed, called, tenanted or known, together with all houſes, out-houſes, edifices, buildings, barns, ſtables, yards, gardens, orchards, backſides, hedges, ditches, trees, fences, balks, ways, paſſages, waters, water-courſes, eaſements, profits, privileges, commons, right of commoning, common of paſture, advantages, commodities, hereditaments and appurtenances, whatſoever, to the ſaid meſſuages or tenements, cloſes, woods, lands, grounds, hereditaments and premiſſes hereby granted and releaſed, or intended ſo to be, or to any or either of them, or to any part or parts thereof belonging, or in any wiſe appertaining, or therewith or with any of them, or with any part thereof, now or at any time or times heretofore ſet, let, uſed, occupied or enjoyed, or accepted, reputed, taken or known, as part, parcel or member thereof, or of any part thereof, which ſaid meſſuages or tenements, farms, lands, hereditaments and premiſſes, together with the copyhold or cuſtomary meſſuages, lands, tenements, hereditaments and premiſſes hereafter covenanted to be ſurrendered, are ſituate in the bounds, paiſhes and precincts of *B. P.* aforeſaid in the ſaid county of *B.* ſome or one of them, and now are (except the aforeſaid wood and grove) in the ſeveral tenures or occupations of the ſeveral perſons hereinafter named, their undertenant or undertenants, aſſignee or aſſigns, at the ſeveral yearly rents following, (that is to ſay,) *J. S.* at the yearly rent of 212 *l.* 16 *s.* *W. W.* at the yearly rent of 32 *l.* *J. R.* at the yearly rent of 27 *l.* 18 *s.* *W. G* at the yearly rent of 7 *l.* *J. W.* at the yearly rent of 10 *l.* the widow *P.* at the yearly rent of 5 *l.* 15 *s.* and *S.* widow at the yearly rent of 2 *l.* 10 *s.* amounting in the whole to the yearly ſum of 297 *l.* 19 *s.* and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all and ſingular the ſaid meſſuages or tenements, lands, cloſes, woods, hereditaments and premiſſes hereinbefore particularly mentioned and hereby granted, and releaſed or intended ſo to be, with their and every of their appurtenances, and alſo all the eſtate, right, title, intereſt, uſe, truſt, inheritance, property, claim and demand whatſoever, as well at law as in equity, and in poſſeſſion, remainder, reverſion, expectancy or otherwiſe howſoever, of them the ſaid *J. B.* and *M.* his wife, *R. S.* *W. S. C. P.* and *E. B.* and each and every of them, of, into or out of the ſaid meſſuages or tenements, lands, cloſes, woods, hereditaments and premiſſes hereby granted and releaſed, or intended ſo to be, or any of them, and every or any part or parcel thereof, together with all deeds, evidences and writings, eſcripts, copies of court rolls and inſtruments whatſoever, touching or concerning the ſaid ſeveral freehold meſſuages or tenements, cloſes, woods, lands, hereditaments and premiſſes hereinbefore mentioned, and hereby releaſed or intended ſo to be, or any of them, or touching or concerning the title of the cuſtom-

General words.

ary or copyhold meſſuages and hereditaments hereinafter covenanted to be ſurrendered to the uſe of the ſaid *G. M.* and his heirs, and true copies of all ſuch deeds, evidences and writings, which concern the ſaid premiſſes jointly with any other meſſuages, lands, tenements or hereditaments, now in the cuſtody or power of them, the ſaid *J. B.* party hereto and *M.* his wife, *R. S. W. S. C. P.* or *E. B.* or any or either of them, or which they, or any, or either of them can come by without ſuit at law or in equity, ſuch copies to be made at the coſts of the ſaid *G. M.* his heirs or aſſigns, *To have and to hold*, the ſaid meſſuages or tenements, cloſes, woods, lands, hereditaments and premiſſes herein before mentioned and deſcribed, and hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances, unto the ſaid *G. M.* his heirs and aſſigns, *To* the only uſe and behoof of the ſaid *G. M.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever, *And whereas* the ſaid *M.* the wife of the ſaid *J. B.* is intitled to an eſtate of inheritance of fee-ſimple, according to the cuſtom of the manor of *B.* in the county of *B.* of and in *All* thoſe cuſtomary or copyhold meſſuages, lands, tenements and hereditaments, formerly the eſtate of Sir *T. B.* knight deceaſed, and in and by a certain decree of the high court of chancery, and order of the houſe of lords, directed to be ſold and not comprized in the allotment of the ſaid court of chancery to the heirs of the ſaid Sir *J. B.* whereof the ſaid Sir *J. B.* died ſeiſed. *Now this Indenture further witneſſeth* that for the conſideration aforeſaid, the ſaid *T. B.* party hereto for himſelf and the ſaid *M.* his wife *Doth* (by and with the privity and conſent of the ſaid *R. S. W. S. C. P.* and *E. B.* teſtified as aforeſaid) grant, covenant, promiſe and agree to and with the ſaid *G. M.* his heirs and aſſigns, by theſe preſents that they the ſaid *J. B.* and *M.* his wife, her heirs or aſſigns, ſhall and will at the coſts and charges of the ſaid *G. M.* or his heirs, within the ſpace of one calendar month next enſuing the date of theſe preſents in due form of the law ſurrender into the hands of the lord of the ſaid manor, according to the cuſtom thereof, all and ſingular the ſaid cuſtomary or copyhold meſſuages, lands, tenements and hereditaments, holden of, or lying within the ſaid manor, and the reverſion and reverſions, remainder and remainders thereof, to the uſe and behoof of the ſaid *G. M.* his heirs and aſſigns for ever, according to the cuſtom of the ſaid manor, ſo that he the ſaid *G. M* may be admitted thereto, and be abſolutely intitled to the ſame cuſtomary or copyhold premiſſes and the inheritance thereof, ſo ſold to him as aforeſaid, ſubject to the cuſtomary rents and ſervices payable and to be performed in reſpect thereof, and the ſaid *R. S. W. S. C. P.* and *E. B.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective heirs, executors and adminiſtrators, do ſeparately and not jointly, or the one for the other or others of them, or for the heirs, executors, adminiſtrators, acts or deeds of the other or others of them, but each and every of them for himſelf only, and for his heirs, executors and adminiſtrators acts and deeds only, covenant, promiſe and declare, to and with the ſaid *G. M.* his heirs and aſſigns, by theſe preſents, that they the ſaid *R. S. W. S. C. P.* and *E. B.* have or hath not at any time heretofore made, done, committed or executed, or wittingly, or willingly ſuffered any act, deed, matter or thing whatſoever, whereby, or by means whereof the ſaid meſſuages or tenements, cloſes, woods, lands and hereditaments hereby granted and releaſed, and covenanted

Habendum.

Recital that grantor intitled to copyhold premiſſes.

Conſideration.

Habendum.

Covenant to ſurrender the copyholds.

Covenant that truſtees have done no act to incumber.

venanted to be ſurrendered, or intended ſo to be, or any of them, or any part or parcel thereof, are, is, can, ſhall or may be impeached, charged, affected or incumbered, in title, charge, eſtate or otherwiſe, howſoever, *And* for the conſideration aforeſaid, the ſaid *T. B.* party hereto for himſelf, his heirs, executors and adminiſtrators, and for and in behalf of the ſaid *M.* his wife, and her heirs, *Doth* covenant, promiſe, grant and agree to and with the ſaid *G. M.* his heirs and aſſigns, by theſe preſents in manner and form following, (that is to ſay), that for and notwithſtanding any act, deed, matter or thing whatſoever, by them the ſaid *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, or the ſaid *J. B.* deceaſed, done, committed, executed or ſuffered, to the contrary thereof, they the ſaid *J. B.* party hereto, and *M.* his wife, *R. S C. P.* and *E. B.* or ſome or one of them are, or is, and ſtand or ſtandeth lawfully, rightfully and abſolutely ſeiſed of, and in the meſſuages or tenements, cloſes, lands and hereditaments herein before by theſe preſents granted and releaſed as aforeſaid, with their and every of their appurtenances, of a good, perfect and indefeaſible eſtate of inheritance, in fee-ſimple in poſſeſſion, and of the ſaid copyhold premiſſes ſo covenanted to be ſurrendered of an abſolute eſtate of inheritance, according to the cuſtom of the ſaid manor of *B.* without any manner of condition, power of revocation, limitation of new or other uſe or uſes, eſtate or eſtates, or any other act, matter or thing whatſoever, to alter, change, charge, determine, defeat, revoke or make void the ſame; *And* that for and notwithſtanding any ſuch act, deed, matter or thing as aforeſaid, they the ſaid *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* now have in themſelves, or ſome or one of them hath, good right, full power, and lawful and abſolute authority to grant, convey, and aſſure the ſaid meſſuages or tenements, cloſes, woods, land and hereditaments hereby granted and releaſed, and to ſurrender the ſaid premiſſes hereby covenanted to be ſurrendered, or intended ſo to be, with their and every of their appurtenances, unto and to the uſe of the ſaid *G. M.* his heirs and aſſigns, in manner and form as aforeſaid; *And further*, that for or notwithſtanding any ſuch act, matter or thing as aforeſaid, he the ſaid *G. M.* his heirs and aſſigns, ſhall and lawfully may from time to time, and at all times for ever hereafter peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the ſaid meſſuages or tenements, cloſes, lands, woods and hereditaments hereby granted and releaſed and covenanted to be ſurrendered, or intended ſo to be, with their and every of their appurtenances, and receive and take the rents, iſſues and profits thereof to and for his and their own uſe and benefit, without any lawful let, ſuit, hindrance, interruption or denial, claim, or demand of or by the ſaid *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, their, or any or either of their heirs or aſſigns, or of or by any other perſon or perſons whomſoever lawfully claiming, or who ſhall or may hereafter claim, by, from, or under them or any either of them, *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *J. B.* party hereto, or *M.* his wife, or one of them, or the heirs, executors or adminiſtrators of them, or one of them, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all manner of

Covenant from grantors that they are ſeiſed in fee.

Quiet enjoyment,

of former and other gifts, grants, bargains, ſales, leaſes and releaſes, mortgages, ſettlements, jointures, dowers, right and title of dower, uſes, intails, truſts, rents, arrears of rent, ſtatutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majeſty, forfeitures, re-entries, cauſes of forfeiture and re-entry, and of, from and againſt all other charges and incumbrances whatſoever had, made, committed, ſuffered, or done by them the ſaid *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* or any or either of them, or of the ſaid *J. B.* deceaſed, except a yearly fee farm rent of 9*s.* or thereabouts, payable to, and alſo except the ſaid rent, quit-rent and ſervices, which ſhall from henceforth become due and payable to the chief lord or lords of the fee or fees, of whom the ſaid premiſſes are or ſhall be holden; *And moreover*, that they the ſaid *J. B.* party hereto, and *M.* his wife, *R. S. W. S. C. P.* and *E. B.* and each and every of them, and the ſeveral and reſpective heirs of them, each and every of them, and all and every other perſon and perſons lawfully claiming, or who ſhall or may claim any eſtate, right, title, truſt or intereſt of, in, to, or out of the ſaid meſſuages or tenements, cloſes, lands, woods, hereditaments and premiſſes herein before mentioned, and hereby releaſed and covenanted to be ſurrendered, or any of them, or any part or parcel thereof, by, from or under, or in truſt for them, or any or either of them or the ſaid *J. B.* deceaſed, ſhall and will, from time to time, and at all times, within the ſpace of ten years next enſuing the date of theſe preſents, at or upon the reaſonable requeſt, and proper coſts and charges in the law of the ſaid *G. M.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, perform, perfect and finiſh, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, performed, perfected and finiſhed, all and every ſuch further and other lawful and reaſonable act and acts, deed and deeds, conveyances, releaſes, ſurrenders and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute conveying, granting and aſſuring the ſaid meſſuages or tenements, cloſes, lands, goods, hereditaments and premiſſes hereinbefore by theſe preſents granted and releaſed, and covenanted to be ſurrendered, or intended ſo to be, and every or any part or parcel thereof, and the reverſion and inheritance thereof, with their and every of their appurtenances, unto and to the uſe and behoof of the ſaid *G. M.* his heirs and aſſigns for ever, be the ſame by fine or fines, common recovery or common recoveries, deed or deeds indented or poll, inrolled or not inrolled, releaſe or confirmation, or by all and every, or any of the ſaid ways and means, and by any other ways and means whatſoever, as by the ſaid *G. M.* his heirs and aſſigns, or his or their counſel learned in the law ſhall be reaſonably deviſed, adviſed and required, ſo as ſuch further aſſurances ſo to be made, do not, or ſhall contain any further or other warranty or covenant than only againſt the party or parties who ſhall be required to make or execute the ſame, and his, her, or their own reſpective heirs, acts and deeds, and ſo as no perſon be compelled or compellable for the doing thereof, to go or travel from the place of his, her or their reſpective abode or dwelling-houſe; *And laſtly*, the ſaid *J. B.* party hereto, for himſelf and the ſaid *M.* his wife, and for their ſeveral heirs, executors and adminiſtrators, doth further covenant, grant, and agree to, and with the ſaid *G. M.* his

free from incumbrances.

Further aſſurances.

Production of title deeds.

his heirs and aſſigns, by theſe preſents, that for the maintenance and ſupport of the title of the ſaid *G. M.* his heirs and aſſigns to the ſaid meſſuages or tenements, cloſes, woods, lands, hereditaments and premiſſes hereby granted and releaſed, that they the ſaid *J. B.* and *M.* his wife, ſhall and will, from time to time, and at all times hereafter, at and upon the reaſonable requeſt, and at the proper coſts and charges in the law of the ſaid *G. M.* his heirs and aſſigns, produce and ſhew forth at any trial, hearing or examination in any court or courts of law or equity, within that part of *Great Britain* called *England*, or for the peruſal of his or their counſel learned in the law, the ſeveral deeds, evidences and writings particularly mentioned in the ſchedule hereunto annexed, provided they are not deſtroyed by fire or other inevitable accident, when and as there ſhall be occaſion for the maintenance, manifeſtation or juſtification of the eſtate, intereſt, right, title, or poſſeſſion of the ſaid *G. M.* his heirs or aſſigns, to the ſaid ſeveral meſſuages, tenements, cloſes, woods, lands, hereditaments and premiſſes herein before mentioned and deſcribed, and hereby granted and releaſed, or intended ſo to be, with their and every of their appurtenances. *In Witneſs*, &c.

Releaſe of Manors, &c by the Owners and their Truſtees, for Sale thereof to a Purchaſor and his Truſtee, in order to prevent the ſame from being liable to Dower.

THIS *Indenture*, made the 29th day of *September*, in the 28th year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith and ſo forth, and in the year of our Lord 1788, *Between* *C. L.* of *R.* in the county of *K.* eſq; and *J. D.* of *S.* in the ſame county, eſq; of the firſt part, *T. G.* of the pariſh of *W.* in the county of *M.* gentleman, and *M.* his wife, late *M. R.* the only ſurviving ſiſter and heir of *J. R.* late of *M.* in the pariſh of *M.* in the ſaid county of *K.* eſq; deceaſed, of the ſecond part, and the reverend *J. W.* of *A.* in the county of *N.* clerk, and *R. T.* of *H.* in the ſaid county of *N.* gentleman, a perſon nominated in truſt for the ſaid *J. W.* of the third part. *Whereas* by indentures of leaſe and releaſe bearing date reſpectively the 16th and 17th days of *May*, 1779, the releaſe being or expreſſed to be made between *S. S.* knight, *&c.* of the firſt part, dame *L. B. B.* of the pariſh of St. *G. H. Square*, in the ſaid county of *M.* widow and relict of Sir *W. B. B.* heretofore of the ſame pariſh, bart. her late huſband, deceaſed, which ſaid dame *L. B. B.* is one of the three daughters and heireſſes of *H. J.* late of *B.* in the ſaid county of *H.* eſq; deceaſed, and one of the reſiduary legatees in his laſt

Parties.

Recital of indentures of leaſe and releaſe.

laſt will and teſtament, of the ſecond part, *E. B.* of the ſaid pariſh of St. *G. H. Square*, eſq; and *R. B.* late of the pariſh of St. *A. H.* in the ſaid county of *M.* and then and now of the pariſh of St. *G. B.* in the county of *M.* aforeſaid, gentleman, ſurvivor of the truſtees named in the ſettlement made previous to, and in conſideration of the marriage between the ſaid Sir *W. W. B.* and the ſaid dame *L.* his wife, of the third part, the honourable *A. T.* of *Great B. Street*, in the ſaid county of *M.* widow and relict of the right honourable *C. T.* late, *&c.* her late huſband, deceaſed, which ſaid *A. T.* is another of the three daughters and co heireſſes of the ſaid *H. J.* and another reſiduary legatee in his laſt will and teſtament, of the fourth part, the honourable and reverend *J. T* fifth ſon of *P.* of, *&c.* Sir *G. H.* of *N.* in the county of *M.* bart. and the reverend *J. J* rector of *B.* aforeſaid, doctor in divinity, ſurvivors of the truſtees named in the ſettlement made previous to, and in conſideration of the marriage of the ſaid *C. T.* with the ſaid *A. T.* of the fifth part, *W. C.* of *B. Street*, in the pariſh of St. *M. B.* in the ſaid county of *M.* eſq; and *H. C.* his wife, the other of the three daughters and co-heireſſes of the ſaid *H. J.* and the other reſiduary legatee in his laſt will and teſtament, of the ſixth part, *C. A.* of, *&c.* eſqrs. ſurvivors of the truſtees named in the ſettlement made previous to, and in conſideration of the marriage of the ſaid *W. C.* with the ſaid *H D. C.* of the ſeventh part, the ſaid *T. G.* and *M.* his wife, of the eighth part, *J S.* of the Middle Temple, *London*, eſq; of the ninth part, *E. A.* late of *M. A* aforeſaid, and then and now of *L.* in the county of *B.* aforeſaid, widow and relict of the aforeſaid *J. A.* and a deviſee in his laſt will and teſtament, of the tenth part, *J. C* of, *&c.* eſq; ſole executor of the laſt will and teſtament of *M. C.* his late wife, deceaſed, heretofore *M. B.* ſpinſter, who was the ſole executrix of the laſt will and teſtament of *J. R.* late of, *&c.* doctor in divinity, deceaſed, of the eleventh part, *W. W.* of *Little G.* in the ſaid county of *M.* eſq; of the twelfth part, and the ſaid *C. L.* and *J D.* of the thirteenth part, and a fine acknowledged and levied in *Eaſter* term then laſt before the juſtices of the court of common pleas at *Weſtminſter*, the ſaid *C. L.* and *J. D. R.* plaintiffs, and the ſaid dame *L. B. B. A. T. W. C.* and *H* his wife, and *T. G.* and *M.* his wife, defendants, and other aſſurances in the law, the manor of ——— with the appurtenances, in the county of ——— and ſeveral freehold meſſuages, mills, lands, tenements and hereditaments, ſituate, lying and being in ——— and ——— in the ſaid county of ——— and in ——— otherwiſe ——— and ——— in the ſaid county of ——— of which the manor and the meſſuages, tenements and lands hereinafter more particularly mentioned and intended to be he eby granted and releaſed are parts, were conveyed and aſſured unto and to the uſe of the ſaid *C L.* and *J. D. R* and their heirs, and by the ſaid indenture of releaſe, the ſaid *T. G.* covenanted, that he and the ſaid *M.* his wife, or her heirs, would, on or before the 1ſt day of *July* then next enſuing, or at the next court or courts to be holden for the reſpective manors of ——— the rectory of ——— with ——— otherwiſe ——— and ——— and ——— in the ſaid counties of ——— and ——— ſurrender according to the cuſtom of the ſaid manors reſpectively into the hands of the reſpective lords of the ſaid manors, all and every the ſaid meſſuages, lands, tenements and hereditaments whatſoever of the ſaid *T. G.* and *M.* his wife, or either of

and of a fine,

whereby eſtates conveyed to truſtees

of them, holden of the ſaid manors reſpectively by copies of court-roll, and which were heretofore of the ſaid *J. A.* deceaſed, or of any other perſon or perſons in truſt for him, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders thereof to the uſe of the ſaid *C. L.* and *J. D. R.* their heirs and aſſigns, or to the uſe or uſes of ſuch perſon or perſons as ſhould contract or agree with the ſaid *C. L* and *J. D. R.* or the ſurvivor of them, or his heirs, to become the purchaſor or purchaſors thereof reſpectively, and it is in and by the ſame indenture of releaſe as expreſsly declared and agreed between ——— and by the ſaid *C L. J. D. R.* and the ſaid *T. G.* and *M.* his wife, that the ſaid *C L.* and *J. D. R.* and their heirs, ſhould ſtand ſeiſed of the ſaid manor of ———, and of all and every the ſaid freehold, copyhold and cuſtomary meſſuages, mills, lands, tenements, hereditaments and premiſſes thereby reſpectively releaſed, and covenanted to be ſurrendered, with their appurtenances, upon ſuch truſts and for ſuch intents and purpoſes as are therein expreſſed and declared, and herein after mentioned, of, and concerning the ſame, (that is to ſay) upon truſt that they the ſaid *C. L* and *J. D. R.* or the ſurvivor of them, or his heirs, ſhould with the conſent of the ſaid *T. G.* and *M.* his wife, or the ſurvivor of them, or the heirs of ſuch ſurvivor, to be ſignified by ſome writing ſigned by them or the ſurvivor of them, with their, or his or her hands or hand, make ſale and diſpoſe of the ſaid manor of ——— and all the ſaid freehold and copyhold meſſuages, mills lands, tenements and hereditaments, with the appurtenances, in the ſaid counties of ——— and ——— either entirely, altogether, or in parcels, or any part or parcels thereof to any perſon or perſons who ſhould be willing to become the purchaſor or purchaſors of the ſame premiſſes reſpectively, for the moſt money and the beſt price or prices that could be reaſonably had or gotten for the ſame, and ſhould pay, apply, and diſpoſe of the money ariſing by ſuch ſale or ſales, in manner and for the purpoſes therein mentioned, and for promoting and facilitating the ſale of all and ſingular the premiſſes aforeſaid, it is by the ſame indenture further declared and expreſsly agreed by and between all and every the ſaid laſt named parties thereto, that the receipt or receipts of the ſaid *C. L.* and *J. D. R.* or the ſurvivor of them, or his heirs, ſigned with their or his hands or hand, ſhould be a ſufficient diſcharge and ſufficient diſcharges to the purchaſor or purchaſors of the premiſſes, or any part thereof, and to his, her and their reſpective heirs, executors, adminiſtrators and aſſigns, for ſo much of the ſaid purchaſe money for which ſuch receipt or receipts ſhould be ſo given and ſigned as aforeſaid, and that after the giving and ſigning ſuch receipt or receipts, the ſaid purchaſor or purchaſors, his, her or their heirs, executors, adminiſtrators and aſſigns, ſhould not be anſwerable or accountable for any loſs, miſapplication or non-application of the ſum or ſums of money which in or by ſuch receipt or receipts ſhould be acknowledged or expreſſed to be received, or any part thereof, as in and by the ſaid recited indentures of releaſe and releaſe, and the record of the ſaid fine, reference being thereunto reſpectively had, will more fully and at large appear; *And whereas* the ſaid *C L* and *J. R. D.* have, with the conſent and approbation of the ſaid *T. G.* and *M.* his wife, teſtified by their being parties to, and ſigning, ſealing and delivering theſe preſents contracted with the aforeſaid *J. W.* for the ſale of the manor, meſſuages or tenements, lands and

upon truſt to ſell.

Recital of contract.

hereditaments hereinafter by theſe preſents granted and releaſed, and alſo of the copyhold meſſuages, lands, tenements and hereditaments herein after mentioned to be ſurrendered, being part of the freehold and copyhold meſſuages, lands, tenements and hereditaments by the ſaid recited indenture granted and releaſed, and mentioned to be ſurrendered, with their appurtenances, to him the ſaid *J. W.* who agreed to become the purchaſor thereof at or for the price or ſum of 5103 *l.* 10 *s.* *Now therefore this Indenture witneſſeth*, that for and in conſideration of the ſum of 5103 *l.* 10 *s.* of lawful money of *Great Britain*, to the ſaid *C. L.* and *J. D. R.* well and truly paid by the ſaid *J. W.* at or immediately before the ſealing and delivery of theſe preſents, with the conſent and by the direction of the ſaid *T. G.* and *M.* his wife, teſtified in manner aforeſaid, the receipt of which ſaid ſum of 5103 *l.* 10 *s.* the ſaid *C. L.* and *J. D. R.* do hereby acknowledge, and thereof and of and from the ſame and every part thereof do acquit, releaſe and diſcharge the ſaid *J. W.* his heirs, executors and adminiſtrators, for ever, by theſe preſents; *And alſo* for and in conſideration of the ſum of 5 *s.* of ſuch lawful money as aforeſaid to the ſaid *C. L.* and *J. D. R.* in hand paid by the ſaid *R. T.* at or before the ſealing and delivery of theſe preſents, with the like conſent and direction of the ſaid *T. G.* and *M.* his wife, teſtified as aforeſaid, the receipt whereof is hereby acknowledged; *And alſo* for and in conſideration of the further ſum of 10 *s.* of ſuch lawful money as aforeſaid to the ſaid *T. G.* and *M.* his wife, likewiſe well and truly paid by the ſaid *T. W.* and *R. T.* at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, *They* the ſaid *C. L.* and *J. D. R.* with the conſent and by the direction of the ſaid *T. G.* and *M.* his wife, teſtified in manner aforeſaid, *Have*, and each of them *Hath* bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth* bargain, ſell, alien, releaſe and confirm; *And alſo* the ſaid *T. G.* and *M.* his wife *Have*, and each of them *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *J. W.* and *R. T.* (in their actual poſſeſſion now being) by virtue of a bargain and ſale to them thereof made by the ſaid *C. L.* *J. D. R.* *T. G.* and *M.* his wife, in conſideration of 5 *s.* by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſame indenture of bargain and ſale, (and by force of the ſtatute made for transferring uſes into poſſeſſion,) and their heirs, *All* that the manor or lordſhip, *&c.* *And alſo* all and ſingular heaths, warrens, furzes, moors, marſhes, rivers, ſtreams, waters, ponds, ways, waſte grounds, hawkings, huntings, fiſhings, fowlings, views of frank pledge, courts baron, the perquiſites and profits of courts, reliefs, eſcheats, fines, quit rents, fee-farm rents, commons, fines, forfeitures, amerciaments, ſervices, waifs, eſtrays, and all other liberties, privileges, franchiſes, pre-eminences, rights, royalties, immunities, profits, commodities, emoluments, and appurtenances whatſoever, to the ſaid manor or lordſhip belonging, or in any wiſe appertaining, or accepted, reputed, taken or known, as part, parcel or member of the ſame; *And alſo* all that, *&c.* all which ſaid ſeveral cloſes, pieces and parcels of land and paſture ground dove houſe, orchards, gardens, and the ſcites of the ground whereon

Conſideration.

Tranſfer.

Parcels. General words applicable to a manor.

Other parcels.

whereon the ſaid meſſuages or tenement and buildings ſtand, are diſcharged and exempted from the payment of all and all manner of tithes, both great and ſmall, moduſſes and compoſitions for tithes, and all other eccleſiaſtical dues and payments whatſoever, belonging to the rectory of ——— aforeſaid, for the time being, in and by the award in writing bearing date the 25th day of *March* laſt paſt made by the commiſſioners named in an act of parliament paſſed in the ——— year of the reign of his preſent majeſty king *George* the Third, intituled, An act for dividing and incloſing the open and common fields, and other commonable lands and grounds in the pariſh of ———, in the county of ———, and enrolled in his majeſty's court of common pleas at *Weſtminſter*, in *Eaſter* term laſt, *And alſo*, all that, *&c.* and all meſſuages, out-houſes, dove-houſes, barns, coach-houſes, ſtables, edifices, buildings, yards, orchards, backſides, woods, underwoods, and the ground and ſoil thereof, hedges, ditches, trees, fences, ways, waters, water-courſes, commons of paſture, rights, liberties, privileges, advantages, profits, commodities, emoluments, exemptions from tithes, hereditaments and appurtenances whatſoever, to the ſaid manor, meſſuages or tenements, lands, hereditaments and premiſſes hereinbefore releaſed, or mentioned, or intended ſo to be, or any of them, or any part or parcel thereof belonging or in any wiſe appertaining, and the reverſion and reverſions, remainder and remainders, rents, iſſues, and profits thereof, *And alſo* all the eſtate, right, title, intereſt, uſe, truſt, property, claim and demand whatſoever, of them the ſaid *C. L.* and *J. D. R. T. G.* and *M.* his wife, and each and every of them, of, in, to, or out of the ſame manor, meſſuages or tenements, lands, hereditaments and premiſſes, and every or any of them, or any part or parcel thereof, *And* alſo all deeds, evidences and writings, court rolls, books, recitals, eſcripts and muniments whatſoever, that relate to, or concern the ſaid manor or lordſhip, or the ſaid freehold meſſuages or tenements, lands, hereditaments and premiſſes herein before releaſed, or mentioned, or intended ſo to be, or any of them, or to the cuſtomary or copyhold meſſuages, lands, and hereditaments, hereinafter covenanted to be ſurrendered, or any of them only, and not jointly, with any other meſſuages, lands and hereditaments which now are in the hands, cuſtody or power of the ſaid *C. L. T. D. R. T. G.* and *M.* his wife or any of them, or which they, or any of them, can come by without ſuit at law or in equity, and true copies of all ſuch other deeds, evidences and writings in their or any of their hands, cuſtody or power, or which they, or any of them can come by, without ſuit at law or in equity, or relate to and concern the ſaid freehold, or copyhold premiſſes, or any of them jointly with any other meſſuages, lands or tenements, ſuch copies to be made at the coſts of the ſaid *T. G.* his executors or adminiſtrators, *To have and to hold*, the ſaid manor or lordſhip, and all and every the meſſuages or tenements, cottages, cloſes, fields, lands, hereditaments and premiſſes hereby releaſed or mentioned, or intended ſo to be, with their appurtenances, unto the ſaid *J. W.* and *R. T.* their heirs and aſſigns, to the only uſe and behoof of the ſame *J. W.* and *R. T.* and of the heirs and aſſigns of the ſaid *J. W.* for ever, *Nevertheleſs*, as to the eſtate for life of the ſaid *R. T.* in the ſaid premiſſes in truſt, only for the ſaid *J. W.* his heirs and aſſigns, *And whereas*, the ſaid *T G.* and *M.* his wife, with the privity and approbation of the ſaid *C. L.* and *J. D. R.*

Free from tithes.

By virtue of an award.

Further parcels.

General words.

Together with all deeds.

Habendum.

As to the eſtate for life of the ſaid *R. T.* in truſt for the ſaid *T. W.*

J. D. R. teſtified by their being parties to, and ſealing and delivery of theſe preſents, did by ſurrender bearing date the ——— day of ——— now laſt paſt, duly ſurrender into the hands of the lord of the manor of ——— and ——— in the ſaid county of ——— all that, &c. to which the ſaid *M.* the wife of the ſaid *T. G.* was admitted tenant at a general court baron holden for the ſaid manor, on the ——— and ——— days of *November*, 17—, and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid copyhold or cuſtomary meſſuages, lands, tenements, hereditaments and premiſſes, to the uſe and behoof of the ſaid *J. W.* his heirs and aſſigns for ever. *And whereas*, the ſaid *T. G.* and *M.* his wife, with the like privity and approbation of the ſaid *C. L.* and *J. D. R.* teſtified as aforeſaid, by one other ſurrender bearing date the ——— day of ——— inſtant, duly ſurrendered into the hands of the lords of the ſaid manor ———, otherwiſe ——— aforeſaid, *All* that, &c. together with all ways, waters, eaſements, commons, profits, commodities, advantages and appurtenances whatſoever, to the ſaid meſſuage or tenement belonging, or in any wiſe appertaining, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and alſo all the eſtate, right, title, intereſt, equity, property, claim and demand whatſoever of them the ſaid *T. G.* and *M.* his wife, or either of them, of, in, or to the ſame, to the uſe and behoof of the ſaid *J. W.* and of his heirs and aſſigns for ever, according to the cuſtom of the ſaid manor, and the ſaid *C. L.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *J. D. R.* for himſelf, his heirs executors and adminiſtrators, do and each of them doth, ſeverally and reſpectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors or adminiſtrators of the other of them, but each of them for himſelf, and his own acts, deeds, heirs, executors and adminiſtrators only, covenant, promiſe and agree to and with the ſaid *J. W.* his heirs and aſſigns, by theſe preſents, that they the ſaid *C. L.* and *J. D. R.* or either of them, have not or hath not, at any time heretofore made, done, committed or executed, or wittingly, or willingly permitted or ſuffered any act, deed, matter or thing whatſoever, whereby or by means whereof the ſaid manor or meſſuages, or tenements, lands, hereditaments and premiſſes hereby reſpectively releaſed and expreſſed to be ſurrendered or mentioned, or intended ſo to be, or any of them, or any part or parcel thereof, are or is, or can or ſhall, or may be any way impeached, charged, affected or incumbered in title, eſtate, or otherwiſe, howſoever, and for the conſideration aforeſaid, the ſaid *T. G.* doth for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *J. W.* his heirs and aſſigns, by theſe preſents in manner and form following, (that is to ſay,) that for or notwithſtanding any act, deed, matter or thing, by them the ſaid *C. L. J. D. R. T. G.* and *M.* his wife, or any of them, or any of their anceſtors, made, done, committed or executed, or wittingly, or willingly permitted, or ſuffered to the contrary, they the ſaid *C. L. J. D. R. T. G.* and *M.* his wife, or ſome or one of them, now are, or is ſeiſed of, or intitled to a good, ſure, abſolute and indefeaſable eſtate of inheritance in fee ſimple, of and in the ſaid manor, meſſuages or tenements, lands, hereditaments and premiſſes hereby releaſed or mentioned, or intended ſo

to

Recital of ſurrenders.

General words.

Covenant by *C. L* and *J. D. R.* ſeverally, that they have done no act to incumber.

Covenant to levy a fine.

Covenant by *J. D* that ſaid *C L J. D. H. J. G.* ſome or one of them are ſeiſed in fee of the ſaid freehold premiſſes.

to be, with their appurtenances, and at the reſpective times of making the ſaid ſurrender, were or was ſeiſed, or intitled to them, and their or ſome, or one, of their heirs, according to the cuſtom of the ſaid manors of ———, and ———, and ——— of all the ſaid cuſtomary or copyhold meſſuages, lands or tenements and premiſſes herein before mentioned to have been ſurrendered, with their appurtenances, without any manner of condition, power of revocation, limitation of uſe or uſes, eſtate or eſtates, or any other reſtraint, matter or thing whatſoever, to alter, change, charge, incumber, leſſen, determine, defeat or make void the ſame eſtates, and that for and notwithſtanding any ſuch act, deed, matter or thing, as aforeſaid, they the ſaid *C. L. J. D. R. T. G.* and *M.* his wife, or ſome, or one of them, now have or hath in themſelves or himſelf, good right, full power, and lawful and abſolute authority, to grant, bargain, ſell, releaſe and convey all the ſaid manor, meſſuages, lands, hereditaments and premiſſes hereby releaſed, or mentioned, or intended ſo to be, with their appurtenances, unto and to the uſe of the ſaid *J. W.* and *R. T.* and the heirs and aſſigns of the ſaid *J. W.* in manner aforeſaid, according to the true intent and meaning of theſe preſents, and at the reſpective times of making the ſaid recited ſurrenders, had good right, full power and lawful and abſolute authority, to ſurrender all the ſaid copyhold or cuſtomary meſſuages, lands, tenements and premiſſes hereinbefore mentioned to have been ſurrendered, with their appurtenances, to the uſe of the ſaid *J. W.* his heirs and aſſigns in manner aforeſaid, and alſo that it ſhall and may be lawful to and for the ſaid *J. W.* his heirs and aſſign, from time to time, and at all times, for ever, hereafter, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy all the ſaid manors, meſſuages or tenements, lands, hereditaments and premiſſes, hereby reſpectively releaſed and mentioned to be ſurrendered, or intended ſo to be, with their appurtenances, and receive, and take the rents, iſſues and profits thereof, to, and for his, and their own uſe, without any lawful let, ſuit, trouble, hindrance, interruption, denial, claim or demand whatſoever, of, from or by the ſaid *C. L. J. D. R. T. G.* and *M.* his wife or any of them, their or any of their heirs or aſſigns, or from, or by any other perſon or perſons whomſoever, having or lawfully claiming, or who ſhall, or may hereafter have, or lawfully claim any eſtate, right, title or intereſt, of, in, to or out of the ſame, or any part thereof, by, from, through, under or in truſt for him, her, them, or any of the anceſtors of the ſaid *M. G.* and that free and clear, and freely and clearly and abſolutely acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *T. G* and *M.* his wife, or one of them, their, or one of their heirs, executors or adminiſtrators, well and ſufficiently ſaved, defended, kept harmleſs and indemnified, of, from, and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, releaſes, mortgages, ſettlements, jointures, dowers, rights and titles of dower, uſes, truſts, intails, annuities, rents, rent-charges, rent ſeck, and arrears of rent, ſtatutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majeſty, forfeitures, re-entries, cauſe and cauſes of forfeiture and re-entry, and of, from and againſt all other eſtates, rights, titles, charges, and incumbrances whatſoever, made, done, committed or executed, or willingly or wittingly permitted or ſuffered by the ſaid

And at the time of making the ſaid ſurrenders are ſeiſed according to the cuſtom of the ſaid manor to them or their heirs of the ſaid copyhold meſſuages, &c.

And have good right to releaſe ſaid freehold premiſſes.

And at the time of making ſaid ſurrenders good right and authority to ſurrender ſaid copyhold or cuſtomary meſſuages, &c. to uſe of the ſaid *T. W.* his heirs and aſſigns.

ſaid *C. L. J. D. R. T. G.* and *M.* his wife, or any of them, or any of her anceſtors (ſave and except the rents and ſervices which ought, from henceforth, to be paid, done and performed, for, or in reſpect of the ſaid copyhold, meſſuages, lands, tenements and premiſſes herein before mentioned, to be ſurrendered reſpectively; *(And moreover*, that they the ſaid *C. D. J. D. R. T G.* and *M.* his wife, and all and every other perſon and perſons having or lawfully claiming, or who ſhall or may have, or lawfully claim, any eſtate, right, title or intereſt, whatſoever, of, in, to, or out of the ſaid manor, freehold and copyhold meſſuages or tenements, lands, hereditaments and premiſſes hereby reſpectively releaſed and mentioned to be ſurrendered, or any of them, or any part or parcel thereof, by, from, under or in truſt for them, or any of them, or any of the anceſtors of the ſaid *M. G.* ſhall and will, from time to time, and at all times, within the ſpace of 20 years next enſuing the date of theſe preſents, upon the requeſt, and at the coſts and charges of the ſaid *J. W.* his heirs or aſſigns, make, do and execute, or cauſe and procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable acts, deeds, matters, conveyances, ſurrenders and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute conveying, ſurrendering, and aſſuring all the ſaid manor, freehold and copyhold, or cuſtomary meſſuages or tenements, lands, hereditaments and premiſſes hereby reſpectively releaſed, and mentioned to be ſurrendered, with their appurtenances, unto and to the uſe of the ſaid *J. W.* his heirs and aſſigns for ever, in manner before mentioned, as by the ſaid *J. W.* his heirs or aſſigns, or his, their, or any of their counſel learned in the law, ſhall be reaſonably adviſed, deviſed and required, ſo as ſuch further aſſurances or any of them, do not contain any further or other warranty or covenant than againſt the perſon or perſons who ſhall be required to make or execute the ſame, and his, her or their own reſpective heirs, executors and adminiſtrators, acts and deeds only, and ſo as no perſon be compelled or compellable for the doing thereof, to travel or go from the place or places, of his, her or their reſpective abodes or dwellings, *And laſtly*, the ſaid *T. G.* doth hereby for himſelf, his heirs, executors and adminiſtrators further covenant, promiſe and agree to and with the ſaid *J. W.* his heirs and aſſigns, that they the ſaid *T. G.* and *M.* his wife or one of them, their or one of their heirs or aſſigns, ſhall and will, from time to time, and at all times hereafter, upon the requeſt, and at the coſts and charges of the ſaid *J. W. J. W.* his heirs or aſſigns, produce and ſhew forth, or cauſe, and procure to be produced and ſhewn forth at any trial, hearing, or examination, in any court or courts of law or equity, or other courts of judicature, within that part of *Great Britain* called *England*, or for the peruſal of his or their counſel learned in the law, as occaſion ſhall be or require, the ſeveral deeds, evidences and writings, which are mentioned and ſpecified in the ſchedule hereunder written, when, where, and as often as there ſhall be occaſion for the defence, manifeſtation, maintenance and ſupport of the eſtate, right, title or poſſeſſion of the ſaid *J. W.* his heirs or aſſigns, of, in, or to the ſaid manor, meſſuages or tenements, lands, hereditaments, and premiſſes hereby releaſed, or mentioned, or intended ſo to be, with their appurtenances, unleſs the ſaid *T. G.* and *M.* his wife, and each of them, and their reſpective heirs and aſſigns, ſhall be prevented or hindered from ſo doing, by fire or other inevitable accident. *In Witneſs*, &c.

Except, &c.

For further aſſurance.

Releaſe

* *Releaſe, with Limitations to prevent Dower, ſo framed as to enable the Purchaſor to make a valid Conveyance without the Interpoſition of his Truſtee.*

THIS *Indenture*, made the —— of —— in the year of, *&c.* and in the year of our Lord —— *Between A. B.* —— of —— in the county of —— and *C.* his wife, of the one part, and *D. E.* of —— in the county of —— and *W. R.* of —— a truſtee named on the part and behalf of the ſaid *D. E.* of the other part, Parties.

Witneſſeth, that the ſaid *A. B.* —— for and in conſideration of the ſum of —— of lawful money of *Great Britain*, to him in hand at or immediately before the ſealing and delivery of theſe preſents, by the ſaid *D. B.* well and truly paid, the receipt whereof he doth hereby acknowledge, and thereof and from every part thereof doth acquit, releaſe and diſcharge the ſaid *D. E.* —— his executors, adminiſtrators and aſſigns, by theſe preſents, and alſo of the ſum of 5 *s.* of like money to him the ſaid *D. E.* in hand, alſo paid at or immediately before the ſealing and delivery hereof, the receipt whereof is hereby acknowledged, *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *D. E.* —— and *W. R.* (in their actual poſſeſſion now being by force and virtue of one indenture of bargain and ſale, bearing date the day next before the day of the date of theſe preſents to them made by the ſaid *A. B.* —— in conſideration of 5 *s.* by them paid to the ſaid *A. B.* —— for the term of one year commencing from the day next before the day of the date of the ſame indenture, and of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs, all that one fourth part, proportion or ſhare of and in *All* that, *&c.* and alſo all the part, property, ſhare, eſtate, right, title, intereſt, uſe, truſt, benefit and equity of redemption, claim and demand whatſoever, of him the ſaid *W. M.* —— of, in, to, or out of the ſame premiſſes, every or any parcel thereof, in any wiſe howſoever; together with all deeds, evidences and writings touching or concerning the ſame premiſſes, or any part thereof alone, which he the ſaid *A. B.* —— now hath in his cuſtody or power, or can or may come by, without ſuit in law or equity; and true copies of all other ſuch as concern the premiſſes jointly with any other lands or tenements, to be made at the charge of the ſaid *D. E.* —— his heirs or aſſigns; *To have and to hold* the ſaid fourth part or ſhare, of and in the ſaid meſſuages or tenements, and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby releaſed and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *D. E.* —— and *W. R.* their heirs and aſſigns, for ever, to the uſe of ſuch perſon and perſons, for

Conſideration.

Leaſe for a year.

Parcels.

Habendum

to purchaſor's appointee.

for ſuch eſtate and eſtates, intereſt and intereſts, and to and for ſuch ends, intents and purpoſes, and upon ſuch truſts, and charged and chargeable in ſuch manner, and ſubject to ſuch powers of revocation and new appointment, and other powers, proviſoes, conditions, limitations, declarations and agreements, as the ſaid *D. E.* ——— ſhall, at any time or times, and from time to time, by any deed or deeds, inſtrument or inſtruments in writing, to be ſealed and delivered by him in the preſence of, and atteſted by, two or more credible witneſſes, direct, limit, or appoint, and in default of or until ſuch direction, limitation or appointment, or in caſe any ſuch ſhould be made, then ſubject thereto, and when and as the eſtate or eſtates, intereſt or intereſts thereby directed, limited, appointed or created, ſhall reſpectively end and determine, and in the mean time ſubject thereto, and unto ſuch part or parts of the ſame premiſſes, and all ſuch eſtate and intereſt therein of which no ſuch direction, limitation or appointment ſhall be effectually made as aforeſaid, to the uſe and behoof of the ſaid *D. E.* ——— and his aſſigns, for and during his life, and from and after the determination of that eſtate, by any means, in his life-time, to the uſe and behoof of the ſaid *W. R.* and his heirs, during the natural life of the ſaid *D. E.* ——— in truſt nevertheleſs to and for the only benefit of the ſaid *D. E.* ——— and his aſſigns, and from and after the determination of the eſtate ſo limited, in uſe to the ſaid *W. R.* during the life of the ſaid *D. E.* to the uſe and behoof of the ſaid *D. E.* his heirs and aſſigns for ever, *And* to and for no other uſe, intent or purpoſe whatſoever; (a)

To purchaſor for life.

To truſtee during life of purchaſor.

To purchaſor and his heirs in fee.

Covenant to levy a fine.

(a) It is neceſſary here to obſerve, that there are ſeveral modes whereby an eſtate may be conveyed ſo as to avoid dower.

Ex. gratia, by a limitation to the uſe of the purchaſor and a truſtee, and their heirs, jointly, in truſt nevertheleſs as to the eſtate of the truſtee for the purchaſor and his heirs; or,

To the uſe of a purchaſor and a truſtee, and the heirs of a purchaſor and a truſtee, in truſt nevertheleſs as to the eſtate of the truſtee for the purchaſor and his heirs; or

In order to give the purchaſor a power of diſpoſing of the eſtate at any time without the concurrence of the truſtee, the eſtate may be limited, in the firſt inſtance, to the uſe of the purchaſor's appointment by deed or will, and in default thereof, then in either of the above modes; or

In order to preſerve the legal inheritance to the purchaſor, it may be, in default of his appointment, to the uſe of a truſtee and his heirs, during the purchaſor's life, in truſt for the purchaſor and his aſſigns, remainder to the uſe of the purchaſor and his heirs. But which latter forms are combined in the above precedent.

The latter, and certainly the moſt efficient modes of preventing dower, was, as I have been informed, firſt hit upon by Mr. *Fearne*, whoſe knowledge and abilities in this line of the profeſſion, certainly ſtand unrivalled; And though ſome have entertained doubts as to its efficacy, they appear to me to have ariſen from not having ſufficiently conſidered the nature, effect and operation of ſuch a limitation.

The firſt cavil which has been made upon the above limitation, is, as to the efficacy of the power of appointment, on which it has been obſerved, that a limitation of the fee comprehends every power of appointment whatſoever: and that therefore the inſertion of it is unneceſſary. But this is clearly a miſtake. Mr *Fearne* in an anſwer to this obſervation, contained in an opinion which I have ſeen,

And the ſaid *A. B.* ——— for himſelf, his heirs, executors and adminiſtrators, and for the ſaid *E.* ——— his wife, doth covenant, promiſe and agree to and with the ſaid *D. E.* his heirs and aſſigns, by theſe preſents, *That* he the ſaid *A. B.* ——— and *C.* his wife, ſhall and will at the proper coſts and charges of the ſaid *D. E.* his heirs and aſſigns, before the end of *Michaelmas* term next, acknowledge and levy before his majeſty's juſtices of the court of common pleas at *Weſtminſter*, unto the ſaid *D. E.* and his heirs, one or more fine or fines, *ſur conuſance de droit come ceo*, &c. with proclamations thereupon to be had and made, according to the form of the ſtatute in that caſe made and provided of the ſaid one fourth part, of, and in the ſaid ſeveral meſſuages, tenements, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby releaſed or confirmed, with their appurtenances, by ſuch apt and proper names, deſcriptions, quantities and other certainties as ſhall be thought requiſite or needful in that behalf, which ſaid fine and fines, ſo as aforeſaid, or in any other manner to be had and levied, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken, and is, and are hereby declared by and between the ſaid parties to be and enure to the uſes aforeſaid, and to and for no other uſe, intent or purpoſe whatſoever. *And* the ſaid *A. B.* for him- Covenant that vendor ſeiſed in fee.

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eſtabliſhes the futility of this obſervation beyond a doubt. For that great lawyer obſerves, "That a perſon ſeiſed in fee, cannot by a mere inſtrument in writing, paſs that fee, or make it out in another; but a proper form and mode of conveyance is requiſite to paſs the eſtate; whereas, under a power of limiting the uſe, a perſon may, by ſuch inſtrument, veſt the fee in another without any of the uſual ceremonies requiſite to a conveyance of lands. The reaſon is, that in the one caſe the perſon can only diſpoſe as *owner of the land*, in the other he acts *inſtrumentally* only, according to his power or authority, and the appointee does not come in as under him, or deriving the eſtate from him, but comes in under a title *paramount*; namely, under that conveyance by which the power of appointment was reſerved, juſt in the ſame manner (as to the point now under conſideration) as if the uſe had been declared to ſuch appointee; in ſuch conveyance itſelf, inſtead of awaiting the interpoſition of the appointment by the perſons to whom ſuch power was reſerved. This he ſays is the doctrine upon which the great queſtion in the caſe of Sir *Edward Clere*, 6 *Co. Rep.* 18. was decided, and which has ſince been confirmed and eſtabliſhed by a variety of authorities. And this is the true reaſon that an appointment under ſuch power (as that in the above precedent) prevents the wife from dower, becauſe the appointee, under the execution of ſuch power, does not derive his title from the huſband, or from or out of the eſtate that he (the huſband) was ſeiſed of at the time of the appointment, but comes in ſtrictly under the uſes of the original conveyance by which ſuch power was reſerved, and the uſes to be declared by ſuch appointment being in order prior to the uſe of the fee reſerved to the huſband, ſuch uſe, when declared, takes place of the eſtate of the huſband by relation, from the time of the ſaid conveyance to which, juſt as it would have done, if originally declared in the ſaid conveyance from which it takes effect."

It is upon this principle that a *feme coverte* may execute a power over her own eſtate; which ſhe could not do, if ſhe were exerciſing an act of ownerſhip inſtead of diſcharging an inſtrumental authority as an agent, by virtue of a power derived under a third perſon, or inſtrument paramount her marriage, by which the capacity of acting upon her property is ſuſpended. *Vid.* 2 *Term Reports*, 695. *Str. Mar.* 92. 1 *Vent* 361. This conſequence is further illuſtrated in *Ambler's*

ſelf, his heirs, executors and adminiſtrators, doth further covenant, promiſe and agree to and with the ſaid *D. E.* his heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay,) *That* he the ſaid *A. B.* now is, and ſtands lawfully and rightfully ſeiſed of the ſaid fourth part of and in the ſaid ſeveral meſſuages or tenements hereinbefore mentioned, and intended to be hereby releaſed, and every part and parcel thereof, with the appurtenances, of a good, ſure, abſolute and indefeaſible eſtate of inheritance in fee ſimple, without any manner of condition, limitation, or matter or thing, to alter, change, charge and defeat the ſame, and that he now hath in himſelf, good

Good right to convey

right, full power, and lawful authority, to bargain, ſell, releaſe and confirm the ſame, and every part and parcel thereof, with their appurtenances, unto the ſaid *D E.* and *W. R* their heirs and aſſigns, to the uſes, and in manner and form aforeſaid: *And alſo* that the ſaid fourth part of the ſaid meſſuages or tenements, and all and ſingular other the premiſſes, with their appurtenances, now are and be, and ſo

Quiet enjoyment.

from henceforth, from time to time, and at all times hereafter, ſhall be, remain and continue unto the ſaid *D. E.* and *W. R.* their heirs and aſſigns, to the uſes aforeſaid, free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by him the ſaid *A. B.* his heirs, executors or adminiſtrators, well and ſufficiently ſaved, kept harmleſs and indemnified, of, from, and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes, jointures,

Free from incumbrances.

dowers, mortgages, recognizances, ſtatutes, judgments, extents, titles, troubles, charges and incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered, or to be had, made, committed, done, or wittingly or willingly ſuffered by him the ſaid *A.*

Mer's Rep. 341. where it is held, that if a huſband be in debt and then executes a power to jointure a wife, that jointure is not void as to creditors, becauſe the wife does not claim under him.

It is neceſſary alſo to remark here, that the power is only an additional means given to the huſband of aliening again, free from dower, and not of the eſſence of a limitation to bar dower. The limitation interpoſed between the eſtate, for life of the huſband, and the fee to a truſtee and his heirs, during the life of the huſband, is equally adequate to effect this purpoſe, although the power of appointment be omitted. For the interpoſed eſtate is clearly a veſted remainder, and being ſo, prevents the huſband from an actual ſeiſin of the fee in poſſeſſion, and this is of the eſſence of the wife's title to dower, which will not attach upon a reverſionary intereſt, which the ſubſequent limitation to the huſband in fee, in ſuch caſe, muſt be, if the intermediate eſtate be veſted, and I preſume that it is ſo, cannot be diſputed. But though I take this propoſition to be clear, it is prudent to guard againſt dower by the inſertion of the power of appointment as well as the intervening limitation to the appointee.

Perhaps it may be ſaid, that the interpoſition of a truſtee and his heirs during the life of the purchaſor, will not prevent the eſtate from veſting ſo far as to entitle the wife to dower, but reſembles the interpoſition of truſtees to preſerve contingent remainders, which will not hinder the veſting of an eſtate given to the heirs of one who takes a preceding eſtate for life, ſo as to enable the heirs to take by purchaſe: but that turns upon another principle, laid down in *Shelly's* caſe, 1 *Rep.* 93. and which has nothing to do with a tenancy in dower.

B. or any perſon or perſons lawfully claiming or to claim, by, from, or under him, or by or with his act, means, conſent, neglect, default, privity or procurement: *And laſtly*, that he the ſaid *A. B.* his heirs, executors and adminiſtrators, and the ſaid *C.* his wife, and all and every other perſon and perſons, lawfully claiming or to claim, any eſtate, right, title, or intereſt of, in, or out of the ſaid hereby bargained or releaſed premiſſes, or any part thereof, by, from or under him, ſhall and will, at all times hereafter, upon the requeſt, and at the proper coſts and charges in the law, of the ſaid *D. E.* his heirs or aſſigns, make, do and execute, all and every ſuch further and other acts, matter and things for the further and better conveying of the ſaid hereby releaſed premiſſes, with the appurtenances, unto the ſaid *D. E.* his heirs and aſſigns for ever, as by him or them, or his or their counſel learned in the law, ſhall be reaſonably adviſed, deviſed or required, ſo as ſuch further aſſurances contain no further warranties than againſt the perſons making the ſame, and ſo as the perſons, to make the ſame, be not compelled or compellable to go or travel further than the cities of *London* and *Weſtminſter*, for doing thereof. *In Witneſs*, &c.

Further aſſurance.

J. J. P.

(B) *Leaſe and Releaſe, being a Conveyance to alter the Property*, &c.

THIS *Indenture*, made, &c. *Between W. W.* of, &c. gent. ſon and heir of *W. W.* late of, &c. eſq; deceaſed, *J. W.* of, &c and *C. W.* ſpinſter, only daughter of the ſaid *J. W.* of the one part, and *I. M.* of, &c. of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 5 *s.* of, &c. to the ſaid *W. W.* and *C. W.* in hand paid by the ſaid *I. M.* at, &c. the receipt, &c. *They* the ſaid *W. W. J. W.* and *C. W. Have*, and each of them *Hath* granted, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth*, &c. unto the ſaid *I. M.* (in her actual poſſeſſion, &c.) and to her heirs and aſſigns, *All* and ſingular the meſſuages, lands, tenements, hereditaments, and real eſtate, whatſoever and whereſoever, to which they the ſaid *W. W.* party hereto, *J. W.* and *C. W.* or either of them, are ſeiſed of or intereſted in, in poſſeſſion, reverſion, remainder or expectancy, by virtue of or under the laſt will and teſtament of the ſaid *W. W.* deceaſed, bearing date the 22d day of *March*, &c. and the reverſion, &c. and all the eſtate, &c. *To have and to hold* the ſaid meſſuages, lands, tenements, hereditaments, real eſtate and premiſſes, with the appurtenances, unto the ſaid *I. M.* her heirs and aſſigns, *To* the only proper uſe and behoof of the ſaid *I.* her heirs and aſſigns for ever. *And this Indenture further witneſſeth*, that for and in conſideration of the like ſum of 5 *s.* by the ſaid *I. M.* paid to the ſaid *W. W.* party hereto, *J. W.* and *C. W.* at or before the ſealing and delivery

thereof, the receipt whereof is hereby acknowledged, they the ſaid *W. W.* party hereto, *J. W.* and *C. W. Have*, and each of them *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents *Do*, and each of them *Doth*, &c. unto the ſaid *I. M.* her executors, adminiſtrators and aſſigns, *All* and ſingular the goods, chattels, perſonal eſtates, monies and effects, whatſoever and whereſoever, late of the ſaid *W. W.* deceaſed, and to which they the ſaid *W. W.* party hereto, *J. W.* and *C. W.* or either of them, is or are, or ſhall or may be poſſeſſed of, intereſted in, or entitled unto, by virtue of or under the ſaid laſt will and teſtament of the ſaid *W. W.* deceaſed; *And* all the eſtate, right, title, intereſt, truſt, property, poſſeſſion, claim and demand whatſoever, both at law and in equity, of them the ſaid *W. W.* party hereto, *J. W.* and *C. W.* or either of them, of, to or out of the ſaid hereby aſſigned premiſſes, and every part and parcel thereof; *To have and to hold* the ſaid goods, chattels, perſonal eſtate, monies, and effects herein before aſſigned, or mentioned or intended ſo to be, with their and every of their appurtenances, from henceforth, unto the ſaid *I. M.* her executors, adminiſtrators and aſſigns, to her and their own proper uſe and benefit. *In Witneſs*, &c.

Releaſe from an Executor, and Deviſee in Truſt, and the Heir of the Teſtator, for the ſame Conſideration as is mentioned to be paid by the Purchaſor in an aſſignment of a Mortgage Term, in Truſt for him.

THIS *Indenture of three parts*, made, &c. *Between A.* of —— executor of the laſt will and teſtament, and alſo deviſee of *B.* late of —— deceaſed, of the firſt part, *C* of —— brother and heir of the ſaid *B.* deceaſed, of the ſecond part, and *D.* of the third part, *Witneſſeth*, that for and in conſideration of, &c. paid by the ſaid *D.* by the direction of the ſaid *A.* unto *E.* of —— (the conſideration of one indenture of aſſignment *tripartite*, bearing date, &c. and made between the ſaid *E.* of the firſt part, and the ſaid *D.* and —— truſtee, of the third part) being in full of the ſum agreed for the abſolute purchaſe of the premiſſes hereunder granted, and for and in conſideration of the ſum of 5 *s.* a-piece, of, &c. to them the ſaid *A.* and *C.* in hand, &c. the receipt, &c. they the ſaid *A.* and *C. Have* granted, &c. and by, &c. unto the ſaid *D.* (in the actual poſſeſſion, &c.) and to the heirs and aſſigns of the ſaid *D.* for ever, *All* that, &c. and the reverſion, &c. and all the eſtate, &c. together with all and ſingular deeds, &c. *To have and to hold*, &c. *(as uſual)*: *And*, &c. *Covenant from* A. *that, notwithſtanding any act of him, or* B. *deceaſed, he is ſeiſed in fee; and hath good right to grant; and that D ſhall peaceably enjoy,*

enjoy, free from incumbrances) excepting the aſſignment of the reſidue of a term of 1000 years of *E.* of ——— by the direction of the ſaid *A.* to ——— truſtee for the ſaid *D. And laſtly*, &c. *(that* A. *his heirs, and all others*, &c. *claiming*, &c. *except the ſaid ——— truſtee for the ſaid* D. *ſhall make further aſſurance, to enure to the purchaſor.* Vid. tit. *Covenants.) In Witneſs*, &c.

Releaſe from one going beyond Sea, of the fifth Part of Lands expectant on the Determination of an Eſtate for Life, to Truſtees, in Truſt to ſell for the Benefit of the Releaſor.

THIS *Indenture*, made, &c. *Between A.* of ——— ſon of *B.* late of ——— deceaſed, of the one part, and *C.* widow and relict of the ſaid *B.* the father, and *D.* of ——— of the other part. *Whereas*, &c. *(Recital of a deed whereby the vendor was intitled to a part of the premiſſes): And* whereas the ſaid *A.* intendeth to reſide for ſome time beyond the ſeas: *Now this Indenture witneſſeth*, that to and for the end, intent and purpoſe, that the ſaid *C.* and *D.* and the ſurvivor of them, and the heirs and aſſigns of ſuch ſurvivor, may ſell and diſpoſe of one fifth part of and in the ſaid manor, &c. limited, appointed and belonging to him the ſaid *A.* and in conſideration of 5 *s.* of lawful, &c. to him the ſaid *A.* in hand, at, &c. by the ſaid *C.* and *D.* well and truly paid, the receipt whereof, &c. and for other good conſiderations him thereunto moving, he the ſaid *A. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by, &c. doth the ſaid *C.* and *D.* (in the actual poſſeſſion, &c.) and to the heirs, one full and equal fifth part, &c. and the reverſion, &c. and all the eſtate, &c. *To have and to hold* the ſaid one full and equal fifth part of and in the ſaid ——— unto the ſaid *C.* and *D.* and their heirs and aſſigns, to and for the uſe and behoof of the ſaid *C.* and *D.* their heirs and aſſigns for ever. *(Add covenant from the vendor, that he is ſeiſed in fee, expectant on the death of* F. *that the premiſſes are free from incumbrances, and for further aſſurance.* (Vide tit. *Covenant*). *In Witneſs*, &c.

Releaſe

Releaſe of Lands, &c. from the Huſband and Wife and their eldeſt Son, to a Father and his Son, and the Heirs of the Father, with proper Covenants, and the Son's Declaration of his Name being uſed in Truſt for his Father in the Purchaſe, and that he will convey as his Father ſhall direct.

THIS *Indenture*, made, *&c. Between A.* of, *&c* and *B.* his wife, and *C.* ſon and heir apparent of the ſaid *A.* of the one part, and *D.* of, *&c.* and *E.* ſon of the ſaid *D.* of the other part, *Witneſſeth*, that for and in conſideration of the ſum of ——— of lawful, *&c.* to the ſaid *A.* and *B.* his wife, and *C.* in hand by the ſaid *D.* well and truly paid, and in conſideration of 5 *s.* of like money to the ſaid *A.* and *B.* his wife, and *C.* in hand likewiſe paid, at, or, *&c.* by the ſaid *E.* the receipt, *&c.* the ſaid *A.* and *B.* his wife, and *C.* do hereby ſeverally acknowledge, and themſelves to be therewith, *&c.* and thereof, *&c.* acquit, *&c.* the ſaid *D.* and *E.* their heirs, executors, adminiſtrators and aſſigns for ever, by theſe preſents, they the ſaid *A.* and *B.* his wife, and *C. Have*, and either and every of them *Hath* granted, *&c.* and by, *&c. Do*, *&c.* fully and abſolutely grant, *&c.* unto the ſaid *D.* and *E.* (in the actual poſſeſſion, *&c.* by force and virtue, *&c.*) made by the ſaid *A.* in conſideration of 5 *s.* a-piece, *&c.* and to the heirs and aſſigns of the ſaid *D.* and *E.* for ever, *All*, &c. and the reverſion, *&c.* and alſo all the eſtate, *&c.* of them the ſaid *A.* and *C.* either or any of them, or of any other perſon or perſons in truſt for them, or any of them, or for their or either of their uſe or uſes, of, in, to, or out, *&c.* together with all and ſingular deeds, *&c. To have and to hold*, &c. unto the ſaid *D.* and *E.* their heirs and aſſigns for ever. (*Covenant from* A. *and* C. *to* D. *that* A. B. *and* C. *ſhall levy a fine to* D. *and* E. *to the uſe of* D. *and his heirs and aſſigns for ever. From* A. *to* D. *that* A. *and* C. *are lawfully ſeiſed in fee-ſimple or fee-tail without any remainder*, &c. *and that they have power to convey; and that the ſaid* D. *and* E. *and the heirs and aſſigns of* D. *ſhall peaceably enjoy, free from incumbrances; and that* A. *and* C. *ſhall make further aſſurance which ſhall enure to the uſe of* D. *and his heirs and aſſigns.* Vid. tit. *Covenants*). *And* the ſaid *E.* doth hereby for himſelf, his heirs and aſſigns, acknowledge and declare, that his name is uſed in theſe preſents, and in the before mentioned bargain and ſale, bearing date the day next before the day of the date of theſe preſents, in truſt and for the only proper uſe and behoof of the ſaid *D.* his heirs and aſſigns; and that the ſaid ſum of the conſideration money herein before mentioned to be paid by the ſaid *D.* for the purchaſe of the ſaid premiſſes, was the proper monies of, and was paid by the ſaid *D.* and that he the ſaid *E.* his heirs and aſſigns, will at

any

any time hereafter, at the requeſt of the ſaid *D.* his heirs and aſſigns, convey and aſſure the ſaid premiſſes herein before granted, ſold and conveyed, and every or any part thereof, and all his or their right, title, claim and demand, of, in and to the ſame, by virtue of theſe preſents, unto the ſaid *D.* his heirs and aſſigns, or unto ſuch other perſon or perſons, and for ſuch uſe and uſes, as he or they ſhall direct and appoint. *In Witneſs*, &c.

Releaſe from a Huſband and Wife, of the Wife's Land in Expectancy, to a Father and Son, and their Heirs, with a Declaration from the Son that his Name was uſed in Truſt, and that the Purchaſe money was paid by the Father.

THIS *Indenture*, made, &c. *Between A.* of ——— and *B.* his wife, daughter and only child of *C.* late of ——— deceaſed, who was brother of *D.* late of ——— deceaſed, of the one part, and *E* of ——— and *F.* ſon of the ſaid *E* of the other part, *Witneſſeth*, that, &c. of ——— *l.* &c. to the ſaid *A.* and *B.* his wife, &c. by the ſaid *E.* well, &c. and of 5 *s.* &c. by the ſaid *F.* the receipt, &c. the ſaid *A.* and *B. Have*, &c. and by, &c. unto the ſaid *E* and *F.* (in the actual, &c) and to the heirs and aſſigns of the ſaid *E.* and *F.* for ever, all that, &c. (which premiſſes are bought and purchaſed by the aforeſaid *D.* deceaſed, and deſcended and came to the ſaid *B.* wife of the ſaid *A.* as next heir of *G.* her couſin, deceaſed, who was nephew and heir of the aforeſaid *D.* deceaſed) *To have and to hold*, &c. unto the ſaid *E.* and *F.* their heirs and aſſigns for ever, to and for the only proper uſe and behoof of the ſaid *E.* and *F.* and of their heirs and aſſigns for ever. (*Covenants from* A. *for himſelf and wife to levy a fine, that* A. *and* B. *are lawfully ſeiſed in fee-ſimple, for the uſe of ſaid* A. *and* B. *and the heirs and aſſigns of ſaid* B. *immediately expectant on the death of* H. *now wife of* J. *and formerly wife of* G. *deceaſed, without any remainder*, &c. *and have right to grant; that* E. *and* F. *ſhall peaceably enjoy; free from incumbrances; and that* A. *and* B. *will make further aſſurances*, &c. Vid. tit. *Covenants*). *And* it is hereby declared and acknowledged by the ſaid *F.* for him, his heirs and aſſigns, that his name is uſed in theſe preſents, in truſt only, and to and for the uſe and behoof of the ſaid *E.* his heirs and aſſigns, and that the ſaid ——— *l.* the conſideration money paid for the purchaſe of the premiſſes, was his proper monies. *In Witneſs*, &c.

Releaſe

1

Releaſe from Huſband and Wife, their Children and a Truſtee, of Part of Lands ſettled to Uſes, purſuant to a Power in the Settlement.

THIS *Indenture* of three parts, made, &c. *Between A.* (*huſband*) of ——— ſon and heir of *B.* late of ——— deceaſed, and alſo nephew and heir of *C.* late of ——— deceaſed, and *F.* the wife of the ſaid *A.* and *D.* (*the truſtee*) of ——— of the firſt part, *J.* of ——— ſon and heir apparent of the ſaid *A. H.* of ——— of *J.* ——— *K.* of ——— *L.* of ——— and *M.* of ——— (which ſaid *G. H. J. K. L.* and *M.* are the children of the ſaid *A.* by the ſaid *F.* his wife), of the ſecond part, and *E.* of ——— of the third part, *Witneſſeth*, that for and in conſideration of the ſum of ——— of, &c. to the ſaid *A.* and *F.* his wife in hand, &c. by the ſaid *E.* well and truly paid, (being the ſum agreed, &c.) and in conſideration of 10*s.* a piece of like money to the ſaid *D. G. H.* &c. in hand, &c. by the ſaid *D.* likewiſe well and truly paid, the receipt, &c. the ſaid *A.* and *F.* his wife, and likewiſe the ſaid *D. G. H.* &c. *Have*, and each of them *Hath* granted, &c. and by theſe preſents *Do*, and each of them *Doth* fully and abſolutely grant, &c. unto the ſaid *E.* (in the actual poſſeſſion, &c. by virtue, &c. to him thereof made by the ſaid *A.* and *D.* in conſideration, &c. by indenture, &c. and by force, &c.) and to the heirs, &c. *All* that, &c. and the reverſion, &c. and all the eſtate, &c. whatſoever, in law and equity, of them the ſaid *A.* and *F.* his wife, *D. G. H.* &c. or any of them, or any other perſon, together with all and ſingular deeds, &c. *To have and to hold*, &c. (*Covenant from the huſband for himſelf and wife, and from the children, that they will levy a fine. From the huſband, that notwithſtanding any act of his father or uncle, he and* D. *his ſon are lawfully ſeiſed; and that he, his wife and children, have power to convey, free from incumbrances, and for further aſſurance; and from* D. *the eldeſt ſon, that he has not incumbered*). In *Witneſs*, &c.

Releaſe

Releaſe from a Father and his eldeſt Son of ſeveral Meſſuages, &c. in Conſideration of Mortgage-Money paid off, &c. with Exceptions of ſeveral Things to be aſſigned for the Benefit of the Purchaſor.

THIS *Indenture*, made, *&c. Between A.* of ——— and *B.* eldeſt ſon and heir apparent of the ſaid *A.* by *C.* his wife, deceaſed, the one part, and *D.* of ——— of the other part, *Witneſſeth*, that for in conſideration, *&c.* (*of mortgage money paid off*, ſee tit. *Conſideration*) and in conſideration of a ſum of, *&c.* to the ſaid *A.* and *B.* in hand paid, *&c.* the receipt and payment of which ſaid ſums of, *&c.* the ſaid ſeveral ſums of ——— and ——— make in all the ſum of ——— are ſo paid as aforeſaid, for the abſolute purchaſe of the freehold inheritance of the meſſuages or tenements and premiſſes herein aftermentioned, they the ſaid *A.* and *B. Have*, and each of them *Hath* and, *&c.* and by, *&c. Do*, &c. fully and abſolutely grant, *&c.* unto ſaid *D.* (in his actual poſſeſſion, *&c.*) and to the heirs and aſſigns of ſaid *D.* for ever, *All* that, *&c.* and the reverſion, *&c.* and alſo all the *&c.* together with all and ſingular the deeds, *&c.* (Vide tit. *Parties*; *To have and to hold* the ſaid meſſuages, *&c.* and all and ſingular other the premiſſes herein before, *&c.* (*as uſual.*) (*Warranty* by the *father and ſon*, Vide tit. *Warranty*. *Covenant that the vendors are ſeiſed in fee, and have power to grant, and that the purchaſor ſhall quietly enjoy, free from incumbrances, except*, &c. *which is aſſigned for the benefit of the purchaſor.* Vide tit. *Exceptions, and a covenant for further aſſurance.*) *In Witneſs*, &c.

IV.

Releaſe from two Perſons ſeiſed of an Eſtate in Fee, ſubject to a Mortgage, to Truſtees, to be ſold, and the Money to pay off the Mortgage, and the Surplus to be to ſuch Uſes as the Premiſſes were before liable to.

THIS *Indenture of three parts*, made, *&c. Between W. W.* of, *&c.* and *B. M.* of, *&c.* of the firſt part, *N. J.* of, *&c.* of the ſecond part, and *W. J.* of, *&c.* and *W. V.* of, *&c.* of the third part. *Whereas* the ſaid *W. W.* and *B. M.* ſtand ſeiſed to them and their heirs of and in the capital meſſuage, *&c. And whereas* the ſaid premiſſes are mortgaged to the ſaid *N. J.* and *W. D.* for 500*l. Now*

this

this Indenture witneſſeth, that for the better ſecuring and ſpeedier raiſing the ſaid mortgage debt of 500 *l.* and all intereſt due or to grow due for the ſame, and in conſideration of the ſum of 10*s.* of, &c. to the ſaid *W. W.* and *B. M.* in hand paid by the ſaid *W. J.* and *W. V.* at, &c. and for other, &c. *They* the ſaid *W. W.* and *B. M.* by the direction and appointment of the ſaid *N. J.* and *W. D.* teſtified, &c. *Have*, and each of them *Hath* bargained, ſold, aſſigned, releaſed and confirmed, and by, &c. unto the ſaid *W. J.* and *W. V.* (in their actual, &c.) *All* that, &c. and the reverſion, &c. and all the eſtate, &c. *To have and to hold* the ſaid capital meſſuage, &c. unto the ſaid *W. J.* and *W. V.* their heirs and aſſigns, to the only uſe and behoof of the ſaid *W. J.* and *W. V.* their heirs and aſſigns for ever, *On* the truſts and to the ends, intents and purpoſes herein after mentioned, (that is to ſay) upon truſt that they the ſaid *W. J.* and *W. V.* and the ſurvivor of them, and the heirs of ſuch ſurvivor, ſhall and do, as ſoon as conveniently may be, ſell the ſaid, &c. hereby bargained and ſold, or intended ſo to be, and out of the money ariſing by ſuch ſale, in the firſt place, pay off and diſcharge the ſaid mortgaged debt of 500 *l.* and all intereſt due or to grow due for the ſame, together with the coſts, charges, damages and expences of the ſaid *N. J.* and *W. D.* and after payment thereof, on truſt, to pay the reſidue of the money ariſing by ſuch ſale; (the ſaid truſtees charges and expences occaſioned by the truſt in them repoſed, being firſt deducted), to ſuch perſon and perſons, and to ſuch uſe and uſes, and on ſuch truſts, as the ſaid premiſſes hereby bargained and ſold were liable to, at and before the execution of this preſent conveyance; *And*, &c. (*A covenant for peaceable enjoyment on the truſts aforeſaid*). *In Witneſs*, &c.

Releaſe from a Debtor to one of his Creditors, in Truſt for the Releaſee and the Reſt of the Creditors, towards Payment of the Releaſor's Debts.

THIS *Indenture*, made, &c. *Between A.* of ——— (*releaſor*) of the one part, and *B.* of ——— (*the releaſee*) of the other part, *Witneſſeth*, that towards the payment and ſatisfaction of the ſeveral debts and ſums of money which the ſaid *A.* oweth to his creditors, mentioned in certain indentures *tripartite*, bearing even date with theſe preſents, made between the ſaid *A.* of the firſt part, and the ſaid *B.* &c. and for and in conſideration of 5*s.* of lawful, &c. to the ſaid *A.* in hand, at, &c. by the ſaid *B.* well and truly paid, the receipt, &c. he the ſaid *A. Hath* bargained, ſold, aliened, infeoffed, releaſed and confirmed, and by, &c. doth fully and abſolutely grant, &c. unto the ſaid *B.* (now being in the actual poſſeſſion of the premiſſes herein after mentioned, by force, &c.) and to the heirs and aſſigns of

of the ſaid *B.* for ever, *All* that, *&c. To have and to hold* unto the ſaid *B.* his heirs and aſſigns, to and for the only proper uſe and behoof of the ſaid *B.* and of his heirs and aſſigns for ever; *In Truſt nevertheleſs* for the purpoſe declared and mentioned in the before mentioned indenture *tripartite*, bearing even date with theſe preſents. (*Covenants, that the ſaid* A *is ſeiſed in fee; hath right to convey; that* B. *may quietly enjoy; and that* A. *will make further aſſurance, to the uſe of* B.) *In witneſs*, &c.

Releaſe from the above Creditor and Truſtee, with the Conſent of the other Creditors, to a Purchaſor.

THIS *Indenture of three parts*, made, *&c. Between B.* of ——— (*the creditor and truſtee, and now the releaſor*) of the firſt part, *C. D. E. F.* and *G.* (*the other creditors*) of the ſecond part, and *H.* of ——— (*the purchaſor*) of the third part. *Whereas* by indenture of leaſe and releaſe, the leaſe bearing date the, *&c.* and the releaſe the, *&c.* and made, or, *&c.* between *A.* of ——— of the one part, and the ſaid *B.* of the other part, the ſaid *A.* towards payment and ſatisfaction of the ſeveral debts and ſums of money which he owed to his creditors, mentioned in certain indentures *tripartite*, bearing even date with the ſaid recited indenture of releaſe, made between the ſaid *A.* of the firſt part, the ſaid *B.* (by the name of, *&c.*) one of the creditors of the ſaid *A.* and truſtee named and appointed for the purpoſes herein after mentioned, of the ſecond part, and the ſaid *C. &c.* creditors alſo of the ſaid *A.* of the third part, and in conſideration of, *&c. Did* grant, *&c.* unto the ſaid *B. &c. All* that, *&c. To have and to hold*, &c. *In truſt nevertheleſs*, and for the purpoſes in the before mentioned indenture *tripartite*, bearing even date with the ſaid recited indenture of releaſe declared and expreſſed, (that is to ſay) *Upon truſt*, and to the intent and purpoſe, that the ſaid *B.* his heirs, *&c.* ſhould with all convenient ſpeed ſell and diſpoſe of the ſaid premiſſes (among other things) for the beſt advantage of all the ſaid creditors of the ſaid *A* that he or they could; *And upon further Truſt*, that after deduction of all neceſſary charges and expences, as well in and about the ſale of the ſaid premiſſes, and other charges relating to the execution of the truſts in them repoſed, he the ſaid *B.* his heirs, *&c.* to diſtribute and divide the remainder of the monies which ſhould ariſe and be received by, from, or in reſpect of the ſaid premiſſes, to himſelf, and to and amongſt the reſt of the ſaid creditors of the ſaid *A.* parties to the before recited or mentioned indenture *tripartite*, in proportion according to the ſeveral debts to him and them reſpectively due and owing, mentioned in the ſchedule thereunto annexed, or according to the account of the ſaid debts, as the ſame ſhould be proved and appear to be, for and in full payment and ſatisfaction of the ſaid ſeveral debts due and owing to them as aforeſaid, or to that effect, as by the ſaid recited indentures of leaſe and releaſe, and indenture

tripartite,

tripartite, relation, &c. *Now this Indenture witneſſeth*, that for and in conſideration of ——— of lawful, &c. to the ſaid *B.* in hand, at, &c. by the ſaid *H.* well and truly paid, (by and with the conſent, direction and appointment of the ſaid *C. D. E. F.* and *G.* teſtified by their being parties to, and ſigning and ſealing theſe preſents) which ſaid ſum of ——— is the ſame ſum of money which is mentioned to be the conſideration of a certain writing or aſſignment under the hand and ſeal of the ſaid *B.* and the ſaid *C. D.* &c. bearing even date with theſe preſents, indorſed on an indenture of demiſe under the hand and ſeal of the ſaid *A.* bearing date, &c. the receipt, &c. and in purſuance of the truſt in him the ſaid *B.* repoſed as aforeſaid, he the ſaid *B. Hath* granted, &c. and by theſe preſents, by and with the like conſent, direction and appointment of the ſaid *C. D.* &c. teſtified as aforeſaid, *Doth* fully, &c. unto the ſaid *H.* (now being in the actual poſſeſſion, &c.) by force, &c. made by the ſaid *B.* for the conſideration of 5 *s.* by indenture *tripartite*, &c. (*between the ſame parties*), and to the heirs of the ſaid *H.* for ever, *All* that, &c. and all and ſingular other the premiſſes, in and by the ſaid recited indentures of leaſe and releaſe, mentioned and intended to be granted, bargained, ſold, releaſed and confirmed to the ſaid *B.* his heirs and aſſigns as aforeſaid, with the appurtenances, and every part and parcel thereof, and the reverſion, &c. and alſo all the eſtate, &c. of him the ſaid *B.* of, in, &c. by force, virtue or means of the ſaid recited indentures of leaſe and releaſe, or by any other ways, &c. together with the ſaid recited indentures of leaſe and releaſe and all other deeds, *To have and to hold* the ſaid ——— and all other the premiſſes herein before, &c. (*as uſual*); *And*, &c. (*Covenant that the truſtee has not incumbered, and to make further aſſurance, to the uſe of the purchaſor.* Vide Tit. *Covenants.*) *In Witneſs*, &c.

For

Part of a Draught of a Releaſe and Aſſignment of Freehold and Leaſehold Eſtates to Truſtees, to pay 50 *l.* per Ann. *until a Debt of* 400 *l. paid.*

THIS *Indenture*, &c. ——— *And whereas* the ſaid *T. W.* is juſtly indebted to the ſaid *W. H.* in the ſum of 400 *l.* of, &c. for making a proviſion for repayment thereof, the ſaid *M. W.* hath conſented and agreed that the ſaid *W. H.* and *G. P.* ſhall convey and aſſign the ſaid freehold and leaſehold premiſſes unto the ſaid *A.* and *B.* upon the truſts, and to and for the intents and purpoſes, and with, under and ſubject to the proviſoes, covenants and agreements herein after mentioned and expreſſed touching and concerning the ſame: *Now this Indenture witneſſeth*, that as well for the conſideration, and to and for the intents and purpoſes aforeſaid, as alſo for and in conſideration of the ſum of 5 *s.* a-piece of, &c. in hand well and truly paid to the ſaid *W. H.* and *G. P.* by the ſaid *A.* and *B.* at, &c. the receipt, &c. they the ſaid *W. H.* and *G. P.* (at the ſpecial inſtance and requeſt, and by and with the conſent, direction and appointment of the ſaid *M. W.* and *T. W.* her huſband, teſtified by their being parties to, and executing of theſe preſents) *Have*, and each of them *Hath* bargained, ſold, releaſed and confirmed, and by theſe preſents *Do*, and each of them *Doth*, &c. unto the ſaid ——— (in their actual poſſeſſion now being, &c.) and to their heirs and aſſigns, *All* thoſe the ſaid freehold meſſuages, &c. and the reverſion, &c. and all the eſtate, *To have and to hold* the ſame freehold meſſuages, or tenements and premiſſes, and every part and parcel thereof with the appurtenances, unto the ſaid *A.* and *B.* their heirs and aſſigns, *To the Uſe* and behoof of the ſaid *A.* and *B.* their heirs and aſſigns, during the natural life of the ſaid *M. W.* and no longer, upon the truſts, and for the intents and purpoſes, and with and under and ſubject to the proviſo, covenants and agreements herein after mentioned and declared touching and concerning the ſame: *And this Indenture further witneſſeth*, that the ſaid *W. H.* and *G. P.* for the ſame conſiderations, and to and for the ſame intents and purpoſes, and at and by the ſame inſtance and requeſt, conſent and appointment as aforeſaid, *Have* and each of them *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents *Do*, and each of them *Doth*, &c. unto the ſaid *A.* and *B.* their executors, adminiſtrators and aſſigns, *All* that the ſaid leaſehold, &c. and all the eſtate, &c. of them the ſaid *W. H.* and *G. P.* or either of them, of, in, to, or out of the ſame premiſſes, and every or any part or parcel thereof; *To have and to hold* the ſame leaſehold meſſuages, or tenements and premiſſes, and every part and parcel thereof, with the appurtenances, unto the ſaid *A.* and *B.* their executors, adminiſtrators and aſſigns, from henceforth

henceforth for and during all the reſt, reſidue and remainder of the ſaid term of 61 years thereof demiſed as aforeſaid, yet to come and unexpired, under and ſubject to the ſaid reſerved yearly rent of 6*l.* payable for the ſame as aforeſaid, upon the truſts, and to the intents and purpoſes, and with, under and ſubject to the proviſoes, conditions and agreements herein after mentioned, touching and concerning as well the ſaid freehold as leaſehold premiſſes; (that is to ſay) *Upon Truſt*, in the firſt place, that they the ſaid *A.* and *B.* or the ſurvivor of them, or the heirs, executors or adminiſtrators of ſuch ſurvivor, do and ſhall pay or cauſe to be paid unto the ſaid *W. H.* his executors, adminiſtrators or aſſigns, by and out of the rents, iſſues and profits of the ſaid reſpective premiſſes, the yearly rent or ſum of 50*l.* of, *&c.* by equal half yearly payments, at *Lady-day* and *Michaelmas-day* in every year, until the ſaid reſpective principal ſums of 200*l.* and 200*l.* ſo due to the ſaid *W. H.* as aforeſaid, ſhall be fully paid and ſatisfied, with proportionable intereſt for the ſame from henceforth, (in caſe the ſaid *M. W.* ſhall happen to live ſo long, and not otherwiſe); the firſt of the half yearly payments of the ſaid yearly rent or ſum of 50*l.* to begin and to be made upon *Michaelmas-day* next enſuing the date of theſe preſents, without any deduction or abatement whatſoever out of any or either of ſuch half-yearly payments, for or in reſpect of any taxes, charges or impoſitions whatſoever; *And* in the next place, do and ſhall permit and ſuffer the ſaid *M. W.* to take, receive and enjoy all the reſt and reſidue of the rents, iſſues and profits of the ſaid freehold and leaſehold premiſſes, (over and above the ſaid yearly payments of 50*l.* unto the ſaid *W. H.* as aforeſaid) and all the rents, iſſues and profits of the ſame premiſſes, from and immediately after payment and ſatisfaction of the ſaid principal ſum of 400*l.* by 50*l.* a year as aforeſaid, for her ſole uſe, benefit and behoof, during the term of her natural life, according to the ſaid will of the ſaid *W. H.* without the power and controul of the ſaid *T. W.* her huſband, and that her receipts only ſhall from time to time be a ſufficient diſcharge for the ſame: *Provided always*, and it is hereby declared and agreed by and between all and every the parties to theſe preſents, and the true intent and meaning of them, and every of them, and of theſe preſents, is and are, that in caſe the ſaid *M. W.* ſhall happen to die before the ſaid principal ſum of 400*l.* ſhall be fully paid and ſatisfied by ſuch yearly payments as aforeſaid; or in caſe the ſaid ſum of 400*l.* ſhall be fully paid and diſcharged by ſuch yearly payments as aforeſaid; or in caſe the ſaid ſum of 400*l.* ſhall be fully paid and diſcharged in the life-time and before the deceaſe of the ſaid *M. W.* then and in either of the ſaid caſes, and immediately upon and after ſuch death or payment as aforeſaid, theſe preſents, and every clauſe, matter and thing herein contained, ſhall ceaſe, determine, and be utterly void, to all intents and purpoſes whatſoever; *And* then, and in either of the ſaid caſes, they the ſaid *W. H.* and *G. P.* or the ſurvivor of them, and the heirs, executors and adminiſtrators of ſuch ſurvivor, ſhall ſtand ſeiſed and poſſeſſed of and in the ſaid freehold and leaſehold premiſſes, and every part and parcel of them reſpectively, with the appurtenances, upon ſuch truſts, and to and for ſuch uſes, behoofs, intents and purpoſes, as are mentioned and declared, touching and concerning the ſame, in and by the ſaid recited will of the ſaid *W. H.* any thing herein contained to the contrary thereof in any wiſe notwithſtanding; *And* the ſaid *M. W.* doth hereby

impower,

impower, direct and appoint the ſaid *A.* and *B.* and the ſurvivor of them, and the heirs, executors and adminſtrators of ſuch ſurvivor, to pay the ſaid yearly ſum of 50*l.* by and out of the rents and profits of the ſaid reſpective premiſſes, unto the ſaid *W. H.* his executors, adminiſtrators or aſſigns, until the ſaid principal ſum of 400*l.* ſhall be fully paid and ſatisfied, (in caſe he ſhall happen to live ſo long) according to the true intent and meaning of theſe preſents; *And* the ſaid *W. H. ſhall do no act to incumber the premiſſes; the like covenant from* P.) *In Witneſs*, &c.

Trustees Conveyance of their Truſt to new Truſtees, upon the ſame Truſt as before, being a very particular and ſpecial Conveyance, and drawn and approved of by ſeveral eminent Counſel.

THIS *Indenture of Three parts*, made, &c. *Between R. M.* of, &c. gent. and *P.* his wife, (formerly the widow and relict of *S.* late of, &c. eſq; deceaſed) of the firſt part, *E. B.* of, &c. and *H.* of, &c. of the ſecond part, and *R. M.* of, &c. gent. and *J.* of, &c. gent. of the third part. *Whereas* by indentures of leaſe and releaſe, bearing date on or about the 17th and 18th days of *September* 1711, the ſaid releaſe, being *Tripartite*, and made or mentioned to be made between the ſaid *P. M.* (by her then name of *P. S.*) of the firſt part, the ſaid *R. M.* of the ſecond part, and the ſaid *E. B.* and *H.* of the third part, (reciting that a marriage was then intended to be had and ſolemnized between the ſaid *P.* and the ſaid *R. M.* and that the ſaid *R. M.* by virtue of the ſaid then intended marriage, would be well intitled to a conſiderable fortune with the ſaid *P.* over and beſides the real and perſonal eſtate of the ſaid *P.* therein after mentioned and intended to be thereby conveyed, aſſigned and ſettled, to and upon the ſeveral uſes, truſts intents and purpoſes therein and herein after mentioned and expreſſed) *In Conſideration* of the then intended marriage, and other conſiderations therein mentioned, the ſaid *P* (with the conſent, good liking and approbation of the ſaid *R M.*) did grant, releaſe and confirm unto the ſaid *R. B.* and *C. H.* and their heirs, *all* thoſe two undivided third parts, the whole into three equal parts to be divided, *all*, &c. (which ſaid meſſuages, farms, lands and hereditaments, were late the inheritance of *H. A.* gent. deceaſed, late father of the ſaid *P.*) and all other the freehold meſſuages, lands, tenements and hereditaments whatſoever of her the ſaid *P.* ſituate, lying and being in the county of *T. To hold* unto the ſaid *E. B.* and *C. H.* and their heirs, *to* the uſe of the ſaid *P.* and her heirs, until the ſolemnization of the ſaid then intended marriage; and from and after the ſolemnization thereof, to the uſe and behoof of the ſaid *E. B* and *C. H.* and their heirs, for and during the natural life of the ſaid *P.* *upon truſt*, and to the intent

Recital of firſt ſettlement of Mrs. *M.* before her marriage, of all her real and perſonal eſtate.

Parcels.

Habendum. to and to the uſe of truſtees upon ſeveral truſts *viz* to pay the rents to her during life

for her ſeparate uſe and benefit; afterwards

tent and purpoſe, that they the ſaid *E. B.* and *C. H.* and the ſurvivor of them, and his heirs, ſhould pay and diſpoſe of the rents, iſſues and profits of all and ſingular the ſaid premiſſes, from time to time, as they ſhould be received, unto the ſaid *P.* during the term of her natural life, to be paid unto her own proper hands, or to ſuch perſon or perſons, as ſhe by any note or notes, writing or writings to be by her ſigned, ſhould from time to time appoint; the ſame to be paid for the ſeparate and peculiar uſe and benefit of the ſaid *P.* and not to be liable to the debts, engagements, incumbrances or controul of the ſaid *R. M.* and that the receipts or acquittances of the ſaid *P.* by her ſigned with her own proper hand, (notwithſtanding the intended coverture of her with the ſaid *R. M.*) or of ſuch perſon or perſons by her to be appointed as aforeſaid to receive the ſame, ſhould be from time to time ſufficient to diſcharge the ſaid *E. B.* and *C. H.* their heirs, executors, adminiſtrators and aſſigns, and the tenant and tenants for the time being of the ſaid premiſſes, of and for the ſaid rents, iſſues and profits of the premiſſes, or ſo much thereof as ſhould be thereby from time to time, and at all times acknowledged to be received from them or any of them, their or any heirs, executors, adminiſtrators or aſſigns; *and* from and after the death of the ſaid *P. to the uſe* of ſuch perſon and perſons, and for ſuch eſtate and eſtates, as the ſaid *P.* (whether covert or ſole, and notwithſtanding her coverture) by any deed or deeds, writing or writings to be by her ſealed and delivered in the preſence of two or more witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will to be by her publiſhed, ſigned and ſealed in the preſence of three or more witneſſes, ſhould limit, direct and appoint; and for want of ſuch limitation, direction or appointment, and until ſuch direction, limitation or appointment ſhould be made, and until ſuch eſtate and eſtates ſo limited, directed or appointed, ſhould reſpectively commence and take effect, and as ſuch eſtate or eſtates ſo limited, directed or appointed, ſhould reſpectively end and determine; and as to ſuch parts thereof whereof no limitation, direction or appointment ſhould be made, to the uſe and behoof of the right heirs of the ſaid *P.* for ever. *And* it is by the ſaid recited indenture of releaſe further recited, that the ſaid *P.* was poſſeſſed of and intereſted in a certain meſſuage or tenement, farm and lands, with their appurtenances, ſituate, lying and being in *M.* in the ſaid county of *Y.* for the remainder of a certain term of 21 years then to come, by virtue of one indenture of demiſe and leaſe thereof, made and granted by, *&c.* unto the ſaid *T. S.* in his life time; *it is by the ſaid indenture of releaſe further witneſſed*, that for the conſiderations therein mentioned, the ſaid *P.* (by and with the conſent, good liking and approbation of the ſaid *R. M.*) *did* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, *all* the ſaid leaſehold meſſuage or tenement, farm and lands with the appurtenances, ſituate, lying and being in *M.* aforeſaid; and every part and parcel thereof, and all and ſingular other the premiſſes in and by the ſaid indenture of leaſe demiſed by the ſaid, *&c.* unto the ſaid, *T. S.* as aforeſaid; *to hold* unto the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, from henceforth for and during all the reſt and reſidue of the ſaid term of 21 years then to come and unexpired, and for and during any other terms for years, which the ſaid *P.* had or was intitled unto the ſaid leaſehold premiſſes, or any part

to the uſe of whom, as ſhe by will or writing ſhould appoint; and for want thereof, to her own right heirs.

Recites her leaſehold eſtate,

and that ſhe aſſigned the ſame to ſaid truſtees for the remainder of the terms,

part thereof, ſubject to the ſeveral truſts, and to the intents and purpoſes herein after expreſſed and declared concerning the ſame, *viz. In truſt* that they the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, ſhould from time to time raiſe ſo much money out of and by the rents and profits of the ſame leaſehold premiſſes, as ſhould be requiſite for the payment of the fines, for the renewing from time to time of the ſaid therein and herein before in part recited indenture of leaſe, and the ſame to be renewed at the end of every ſeven years, to be computed from the commencement of the ſaid in part recited original indenture of leaſe, or within any ſhorter time, at the direction of the ſaid *E. B.* and *C. H.* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, and ſhould ſtand poſſeſſed of the ſaid leaſehold premiſſes, ſo to be renewed as aforeſaid, *in truſt* for the ſaid *P.* her executors, adminiſtrators and aſſigns, until the ſolemnization of the ſaid then intended marriage; and from and after the ſolemnization thereof, *then upon truſt* and confidence, and to the intent and purpoſe, that they the ſaid *E. B.* and *C. H.* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhould pay and diſpoſe of the rents, iſſues and profits of the ſaid leaſehold premiſſes, from time to time as they ſhould be received, unto the ſaid *P.* during the term of her natural life, to be paid to her own proper hands, or to ſuch perſon or perſons, as by any note or notes, writing or writings to be by her ſigned, ſhe ſhould from time to time appoint; the ſame to be paid to her ſole, ſeparate, and peculiar uſe and benefit, and not to be liable to the debts, engagements, incumbrances or controul of the ſaid *R. M.* and that the receipts or acquittances of the ſaid *P.* by her ſigned with her own proper hand, (notwithſtanding her then intended coverture of the ſaid *R. M.*) or of ſuch perſon or perſons by her to be appointed as aforeſaid to receive the ſame, ſhould be from time to time ſufficient to diſcharge the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, and the tenant and tenants for the time being of the ſaid leaſehold premiſſes, of and from the ſaid rents, iſſues and profits of the ſame premiſſes, or ſo much thereof as ſhould be thereby paid from time to time, and at all times, acknowledged to be received from them, their or any of their executors, adminiſtrators or aſſigns reſpectively; and from and after the death of the ſaid *P. Then in truſt* for the ſaid *P.* ſuch perſon and perſons, and for ſuch eſtate and eſtates, as the ſaid *P.* notwithſtanding her coverture or ſole, and notwithſtanding her then intended coverture of the ſaid *R. M.*) by any deed or deeds, writing or writings to be by her ſealed and delivered in the preſence of two or more witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will, to be by her publiſhed, ſigned and ſealed in the preſence of two or more witneſſes, ſhould limit, direct or appoint; and for want of ſuch limitation, direction or appointment, and until ſuch limitation, direction or appointment ſhould be made, and until ſuch eſtate or eſtates limited, directed or appointed, ſhould reſpectively commence and take effect; and as ſuch eſtate or eſtates ſo limited, directed or appointed, ſhould reſpectively end and determine; and as to ſuch parts thereof, whereof no ſuch limitation, direction or appointment ſhould be made, in truſt for the only benefit and advantage of the executors and adminiſtrators of the ſaid *P.* *And* it is by the ſaid indenture of releaſe further recited, that by indenture of mortgage, bearing date on or about the firſt day of *May*, &c. *R. D.* the elder of, &c. gent. and *R. D.* the

in truſt in the firſt place, to raiſe money to renew the leaſe, and after to ſtand poſſeſſed in truſt for her, &c. till the marriage, and afterwards in truſt to diſpoſe of the rents thereof to herſelf, for her ſeparate uſe during her life, and afterwards

in truſt for ſuch perſons, as ſhe by deed or will ſhould appoint, and for want thereof, in truſt for her executors and adminiſtrators.

Recites her ſeveral ſecurities for money.

the younger, ſon and heir apparent of the ſaid *R. D.* the elder, for and in conſideration of the ſum of 500 *l.* to them paid by the ſaid *P. did* grant and demiſe unto the ſaid *P.* all thoſe meſſuages, lands, tenements and hereditaments, with the appurtenances, commonly called or known by the name of *N.* lying within the pariſh of *T.* in the county of, *&c.* which were then late the inheritance of *W. B.* eſq; deceaſed, formerly in the poſſeſſion of *J. D.* and then or then late in the poſſeſſion of *D. D.* widow of the ſaid *J D. to hold* unto the ſaid *P.* (then *P. S.*) her executors, adminiſtrators and aſſigns, from the date thereof, for and during the term of 1000 years from thence next enſuing, at and under the yearly rent of one pepper corn; *in* which ſaid laſt mentioned indenture, there is a proviſo contained for the making void the ſame indenture on payment by the ſaid *R. D.* the elder, and *R. D.* the younger, unto the ſaid *P.* of the ſum of 530 *l.* in manner, and at the ſeveral days and times therein limited and appointed for the payment thereof, and then long ſince paſt; *and* reciting that the ſaid ſum of 530 *l.* was not paid purſuant to the ſaid proviſo in the ſaid indenture of mortgage contained, by reaſon whereof the ſaid term of 1000 years became abſolutely veſted in the ſaid *P.* her executors, adminiſtrators and aſſigns; *it is by the ſaid recited indenture of releaſe further witneſſed*, that for the conſiderations therein mentioned, the ſaid *P.* (by and with the conſent, good liking and approbation of the ſaid *R. M.*) did bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, *all* the ſaid meſſuages, lands, tenements and hereditaments therein and herein before mentioned to be ſituate in the ſaid pariſh of *T.* and demiſed by the ſaid *R. D.* the elder, and *R. D.* the younger, unto the ſaid *P.* her executors, adminiſtrators and aſſigns as aforeſaid, and every part and parcel thereof, with their and every of their appurtenances; *to hold* unto the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, from thenceforth for and during all the reſt and reſidue and remainder of the ſaid term of 1000 years then to come and unexpired, and for and during any and every other term or terms for years which ſhe the ſaid *P.* had or was intitled unto in the ſame premiſſes, ſubject to the ſeveral truſts, and to the intents and purpoſes therein after expreſſed, limited and declared of and concerning the ſame. *And* it is by the ſame indenture of releaſe further recited, that *N. P.* of, *&c.* and *W. P.* of, *&c.* by their bond or obligation, bearing date on or about the 18th day of *October*, &c. became bound unto the ſaid *P.* in the penal ſum of 200 *l.* conditioned for the payment of 100 *l.* unto the ſaid *P.* her executors, adminiſtrators or aſſigns, at a certain day therein mentioned, and long ſince paſt; *And* further reciting, that *A. P.* of, *&c.* gent. by his bond or obligation, bearing date on or about the ſecond of *May*, &c. became bound unto the ſaid *P.* in the penal ſum of 300 *l.* conditioned for the payment of 159 *l.* unto the ſaid *P.* her executors, adminiſtrators or aſſigns, at a certain day therein mentioned, and long ſince paſt; *And* further reciting that the ſaid *P.* was poſſeſſed of and well intitled unto a gold watch and gold chain thereto belonging, a pearl necklace, *&c. It was by the ſaid indenture of releaſe further witneſſed*, that for the conſiderations therein mentioned the ſaid *P.* by and with the conſent, good liking and approbation of the ſaid *R. M. did* bargain, ſell, aſſign, transfer and ſet over unto the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, the ſaid two ſeveral

Habendum for 1000 years to *D.*

Redeemable on payment of 530 *l.*

Reciting the 530 *l.* unpaid.

P. by conſent of *R. M.* aſſigns to *E. B.* and *C. H.*

for the remainder of 1000 years, ſubject to the truſts after mentioned.

Recites *N. P.*'s and *W. P.*'s bond to *P.* for 100 *l.*

And *A. P.*'s bond to *P.* for 159 *l.*

and that *P* was poſſeſſed of ſeveral jewels and plate.

ſeveral and reſpective bonds or obligations herein before in part recited, and all monies as well principal as intereſt thereupon, or by virtue thereof reſpectively, due and payable; and alſo the ſaid gold watch and chain, &c. therein and herein before mentioned, and every of them; *to hold* unto the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns from thenceforth, in as full and ample manner, to all intents, conſtructions and purpoſes, as ſhe the ſaid *P.* might, could or ought to have had, held and enjoyed the ſame, in caſe the ſame indenture had never been made; *And* it was by the ſame indenture of releaſe agreed and declared, that the ſaid ſeveral and reſpective bargains, ſales and aſſignments therein before ſeverally and reſpectively made of the ſaid mortgage ſo made by the ſaid *R. D* the elder and *R. D* the younger, to the ſaid *P.* as aforeſaid, and all monies thereupon due and owing, and of the ſaid ſeveral and reſpective bonds or obligations, and all monies thereupon reſpectively due and owing, and of the ſaid gold watch, chain and ring, and ſeveral pieces or parcels of ſilver, plate, and of every of them, was upon truſt, that they the ſaid *E. B* and *C. H.* and the ſurvivor of them, his executors and adminiſtrators ſhould ſtand poſſeſſed of the ſame premiſſes, *in truſt* for the ſole, ſeparate and peculiar uſe and benefit of the ſaid *P.* and ſhould employ, deliver and diſpoſe of the ſame, and every of them, and of the proceed and produce thereof, and of every part thereof, to ſuch perſon and perſons, as the ſaid *P.* ſeparate and apart from the ſaid *R M.* (notwithſtanding the intended coverture) by any deed or deeds, writing or writings to be by her ſigned and ſealed in the preſence of two or more credible witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will, to be by her publiſhed, ſigned and ſealed in the preſence of three or more witneſſes, ſhould at any time or times thereafter appoint, direct or declare, and that under ſuch truſts, qualifications, conditions, limitations and agreements, as ſhe the ſaid *P.* ſhould appoint, direct or declare, abſolutely or conditionally at her will and pleaſure; and for want of ſuch appointment, direction or declaration, and until ſuch appointment, direction or declaration ſhould be made, and as to ſuch part or parts thereof, whereof no ſuch appointment, direction or declaration, ſhould be ſo made in truſt for the ſaid *P.* her executors, adminiſtrators and aſſigns: *And* the ſaid *R. M.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, *did* by the ſaid indenture of releaſe covenant with the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, that (notwithſtanding any act, matter or thing to be made, done or committed by him the ſaid *R. M.* to the contrary) it ſhould and might be lawful to and for the ſaid *P.* at any time or times thereafter during the ſaid then intended coverture, and at all other times, to make ſuch will, gift or diſpoſition of the ſaid ſeveral and reſpective premiſſes therein and herein before ſeverally and reſpectively mentioned and intended to be thereby conveyed, aſſigned and ſet over, to and for her ſeparate uſe as aforeſaid, and of every of them, and of every part and parts of them, and every of them and of the product and proceed thereof, as ſhe the ſaid *P.* ſhall think fit, direct or declare; *and* that he the ſaid *R. M* his executors, adminiſtrators or aſſigns, or any other perſon or perſons claiming or to claim by, from, or under him or them, ſhould not impeach, queſtion, hinder, moleſt or trouble any perſon or perſons claiming under ſuch deed or deeds, writing or writings, will or diſpoſition of

The ſaid *P.* aſſigns the ſaid bonds, jewels and plate to the ſaid *E. B* and *C. H.*

In truſt for the ſeparate uſe of *P.* as ſhe by deed or will appoints.

R. M covenants with the truſtees, that *P.* might make a will or diſpoſition,

and that he ſhould not queſtion ſuch will or diſpoſition,

or by the ſaid *P.* as aforeſaid, but that all and all manner of diſpoſitions whatſoever, to be had, made or done of the ſaid premiſſes, or any part thereof by the ſaid *P.* at all times, ſhould be as good and effectual in the law, as if the ſaid *R. M.* had joined in the ſame with the ſaid *P.* or as if the ſaid *P.* were not married to the ſaid *R. M.* for and notwithſtanding any act to be done by the ſaid *R. M.* to the contrary; *and* that in caſe the ſaid then intended marriage ſhould take effect and be ſolemnized, and that the ſaid *P.* ſhould depart this life in the life-time of the ſaid *R. M.* and ſhould make ſuch laſt will or other grant or diſpoſition as aforeſaid, of all or any of the ſaid premiſſes, or ſhould make any one perſon or perſons executor or executors of ſuch her laſt will as aforeſaid, or otherwiſe that he the ſaid *R. M.* his executors or adminiſtrators upon requeſt ſhould give his and their conſent to the probate of ſuch will, and to the allowance of ſuch grant or diſpoſition; *and* that he the ſaid *R. M.* his executors or adminiſtrators, ſhould not oppoſe the probate thereof, or the appointment, direction, grant, diſpoſition or enjoyment of the premiſſes by virtue thereof, by ſuch executors or adminiſtrators, legatee or legatees, or any other perſon or perſons claiming or to claim under them, or any of them, *and* that he the ſaid *R. M.* ſhould and would give power and authority to the ſaid truſtees, or the ſurvivor of them his executors or adminiſtrators, to ſue for the ſaid debts, ſum and ſums of money in the name of the ſaid *R. M.* (he the ſaid *R. M* being indemnified in the ſaid ſuits); *and* that ſuch debts, ſum and ſums of money ſo ſecured by the ſaid in part recited mortgage and bonds or obligations, and every of them, when recovered and received, ſhould be liable to the truſts therein and herein above mentioned. *And* it is by the ſaid indenture of releaſe provided, agreed and declared, that it ſhould and might be lawful to and for the ſaid *E. B.* and *C. H.* their executors, adminiſtrators and aſſigns, and every of them, from time to time, and in the firſt place, out of all, every or any of the ſaid reſpective premiſſes thereby mentioned or intended to be bargained, ſold, aſſigned, transferred and ſet over, or whereof any truſt was thereby declared, or out of the product, produce and proceed thereof, to deduct and take to themſelves all their reaſonable coſts, charges and expences whatſoever, which they or any of them ſhould expend or be put into, in or about the management of the premiſſes, or the execution or defence of any of the truſts aforeſaid; *and* that none of them ſhould be accountable for any more monies than what they ſhould reſpectively actually receive, nor for the ſaid watch, chain, ring, and ſeveral pieces of plate, or any of them, other than ſuch part or parts thereof as ſhould actually come to their reſpective hands, and that no one of them ſhould be chargeable or accountable for the acts, receipts, neglects or defaults of the other or others of them: *And whereas* ſoon after the making and executing of the ſaid indentures of leaſe and releaſe, the ſaid then intended marriage betwixt the ſaid *R. M.* and the ſaid *P.* was had and ſolemnized: *And whereas* afterwards the ſaid *R. M.* and *P.* his wife exhibited their bill in the high and honourable court of chancery againſt the ſaid *E. B.* and *C. H.* thereby ſetting forth, that the ſaid in part recited indenture of leaſe and releaſe were by ſome accident loſt, but that the plaintiffs had then in their cuſtody a draught thereof, and that the ſaid deeds being executed by the plaintiff *P.* with the plaintiff *R.*'s conſent, did veſt the legal eſtate of the ſaid freehold and leaſehold premiſſes,

and that he ſhould conſent to the probate of ſuch will,

nor oppoſe the probate thereof,

and to give power to truſtees to ſue for debts, &c.

and that the monies and ſecurities ſhould be liable to the truſts.

That the truſtees might deduct the charges.

Not to be accountable for more than they receive, nor for intereſt and plate, nor for the acts of the other.

Recites the marriage took effect, and a bill brought in chancery.

miſes, and the ſaid ſecurities and other the premiſſes, in the ſaid defendants, and that the plaintiffs had applied themſelves to the defendants, deſiring them either to accept of the ſaid truſt in relation to the ſaid freehold and leaſehold premiſſes, or to aſſign the ſame to other truſtees, ſubject to the ſame truſt; and that the ſaid mortgage, bonds and plate might be aſſigned to the abſolute uſe of the plaintiff *R.* (the plaintiff *P.* agreeing and conſenting to give him the ſame) but that the defendants refuſed to act in the truſt, or to aſſign the ſame without direction of the ſaid court for their indemnity; the ſcope of the bill was, that the defendants might accept the ſaid truſt, or aſſign the ſame over to other truſtees, and to be relieved in the premiſſes: *R. M.* and wife, againſt the truſtees, ſhewing that the ſaid ſettlement was loſt,

And whereas the ſaid defendants *E. B.* and *C. H.* having put in their anſwers to the ſaid bill, and the ſaid draught of the ſaid releaſe being exhibited and proved in the ſaid cauſe, it was, upon *Wedneſday* the ſaid 30th day of *July* laſt paſt, ordered and decreed by the ſaid court, that the defendants the ſaid *E. B.* and *C. H.* ſhould convey and aſſign the ſaid truſts to ſuch new truſtees, as Mr. *D.* one of the maſters of the ſaid court, ſhould (with the conſent of the ſaid *P.*) direct and appoint, ſubject to the ſame truſts contained in the ſaid draught of the ſaid indentures of leaſe and releaſe for the plaintiff's cuſtody, and for their ſo doing, they were thereby ſaved harmleſs and indemnified, as by the ſaid indentures of leaſe and releaſe, and the draught thereof, and the ſaid bill, anſwers, decree or decretal order, and other proceedings in the ſaid court, relation being thereunto had may more fully appear: and prayed that the truſtees might accept truſt, or aſſign over to other truſtees.

Decreed the ſame accordingly,

Now this Indenture Witneſſeth, that in purſuance of and in obedience to the ſaid decree or decretal order, and for and in conſideration of the ſum of 5 *s.* &c. to the ſaid *E. B.* and *C. H.* in hand paid by the ſaid *R. M.* and *J. H.* at and before the enſealing and delivery hereof, the receipt whereof is hereby acknowledged, the ſaid *E. B.* and *C. H.* by the direction and appointment of the ſaid Mr. *D.* (teſtified by his approving and allowing of theſe preſents) under his hand, in the margin of the firſt ſkin of this indenture, and with the conſent and concurrence, and at the ſpecial inſtance and requeſt of the ſaid *R. M.* and *P.* his wife (teſtified by their being made parties to and by their ſigning and ſealing of theſe preſents) *Have*, and each of them *Hath* granted, releaſed and confirmed, and by theſe preſents *Do*, and each of them the ſaid *E. B.* and *C. H.* *Doth* grant, releaſe and confirm unto the ſaid *R. M.* and *J. H.* (in their actual poſſeſſion, &c. made by the ſaid *E. B.* and *C. H.* for one whole year, for the conſideration of 5 *s.* of &c. by indenture, &c. and made between the ſaid *E. B.* and *C. H.* of one part, and the ſaid *R. M.* and *J. H.* of the other part, and ſealed, &c. and to the heirs, *All* that the ſaid two undivided third parts (the whole into three equal parts to be undivided) *Of all*, &c. (*The parcels* in hæc verba *as before*); *To have and to hold* the ſaid two third parts (the whole into three equal parts to be divided) of the ſaid meſſuages, farms, lands, grounds, tenements, hereditaments, and all and ſingular other the premiſſes hereby granted, releaſed or confirmed, or mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *R. M.* and *J. H.* and their heirs to the uſe and behoof the ſaid *R. M.* and *J. H.* and their heirs during the natural life of the ſaid *P. M.* *Upon Truſt*, and confidence, and to the intent and purpoſe, that they the ſaid *R. M.* and *J. H.* and the ſurvivor of them, and the heirs of ſuch

In purſuance of the decree,

E. B. and *C. H.*

grant the freehold eſtate,

to and to the uſe of *R. M.* and *J. H.* and

their heirs for the life of *P.* upon truſt to pay the rents thereof unto her for life for her ſeparate uſe;

ſuch ſurvivor, ſhall pay and diſpoſe of the rents, iſſues and profits of all and ſingular the ſaid premiſſes from time to time, as they ſhall be received, unto the ſaid *P.* during the term of her natural life, to be paid unto her own proper hands, or to ſuch perſon or perſons, as by any note or notes, writing or writings, to be by her ſigned, as ſhe ſhall from time to time appoint; the ſame to be paid for the ſeparate and peculiar uſe and benefit of the ſaid *P.* and not to be liable to the debts, engagements, incumbrances or controul of the ſaid *R. M.* and that the receipts or acquittances of the ſaid *P* by her ſigned with her own proper hand (notwithſtanding her coverture with the ſaid *R. M.*) or of ſuch perſon or perſons by her to be appointed as aforeſaid to receive the ſame, ſhall be from time to time ſufficient to diſcharge the ſaid *R. M* and *J. H.* their heirs, executors, adminiſtrators and aſſigns, and the tenant or tenants for the time being of the ſaid premiſſes, of and for the ſaid rents, iſſues and profits of the premiſſes, or ſo much thereof, as ſhall be thereby from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their heirs, executors, adminiſtrators or aſſigns; *And* from and after the death of the ſaid *P. To the Uſe* of ſuch perſon and perſons, and for ſuch eſtate and eſtates, as the ſaid *P.* (whether covert or ſole, and notwithſtanding her coverture with the ſaid *R. M.*) by any deed or deeds, writing or writings to be by her ſealed and delivered in the preſence of two or more witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will to be by her publiſhed, ſigned and ſealed in the preſence of three or more witneſſes, ſhall limit, direct or appoint; and for want of ſuch limitation, direction or appointment, and until ſuch limitation, direction or appointment ſhall be made; and until ſuch eſtate and eſtates ſo limited, directed or appointed, ſhall reſpectively commence and take effect; and as ſuch eſtate or eſtates ſo limited, directed or appointed, ſhall reſpectively end and determine; and as to ſuch part or parts thereof, whereof no ſuch limitation, direction or appointment ſhall be made, *To the Uſe* and behoof of the right heirs of the ſaid *P.* for ever. *And this Indenture further witneſſeth*, that in further purſuance of and in obedience to the ſaid decree or decretal order, and alſo for and in conſideration of the ſum of 5 *s.* of, *&c.* to the ſaid *E. B.* and *C. H.* in hand paid by the ſaid *R. M.* and *J. H.* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, the ſaid *E. B.* and *C H.* by the direction and appointment of the ſaid *Mr. D.* and with the conſent and concurrence, and at the ſpecial inſtance and requeſt of the ſaid *R. M.* and *P.* his wife, teſtified as aforeſaid, *Have*, and each of them *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents *Do*, and each of them the ſaid *E. B.* and *C. H. Doth*, *&c.* unto the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, *All* the ſaid leaſehold meſſuages, farm and lands with the appurtenances, ſituate, lying and being in *M.* aforeſaid, *&c.* and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part thereof, and all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, term and terms of years to come and unexpired, right of renewal, property, claim and demand whatſoever in law or equity of them the ſaid *E. B.* and *C. H.* or either of them, of, in, to, or out of the ſame premiſſes, and every or any part or parcel thereof; *To have and to hold* the ſaid leaſehold meſſuage or tenement

and after her deceaſe to the uſe of ſuch perſon, *&c.* as ſhe by will or deed ſhould appoint; and in default thereof, to the right heirs of *P.* for ever.

And in further purſuance of the decree,

E. B. and *C. H.* aſſigned

the parcels of the leaſehold *in hac verba*, as before, to the

tenement, farm, lands, and all and ſingular other the premiſſes hereby aſſigned, or intended to be hereby aſſigned, with the appurtenances, unto the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and remainder of the ſaid term of 21 years yet to come and unexpired, and for and during all and every other term or terms of years, which they the ſaid *E. B.* and *C. H.* or either of them, have or hath, or are or is intitled unto, in the ſaid leaſehold premiſſes or any part thereof; *Subject nevertheleſs* to the ſeveral truſts, and to the intents and purpoſes herein after expreſſed and declared concerning the ſame, (that is to ſay) *In Truſt* that the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, ſhall from time to time raiſe ſo much money out of and by the rents and profits of the ſame leaſehold premiſſes, as ſhall be requiſite for the payment of the fines for the renewing from time to time of the ſaid herein before in part recited indenture of leaſe; and the ſame to be renewed at the end of every ſeven years to be computed from the commencement of the in part recited original indenture of leaſe, or within any ſhorter time, at the diſcretion of the ſaid *R. M.* and *J. H.* or the ſurvivor of them, his executors, adminiſtrators or aſſigns; *And* it is hereby agreed and declared by and between all and every the ſaid parties to theſe preſents, that the ſaid *R. M.* and *J. H.* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall ſtand poſſeſſed of the ſaid leaſehold premiſſes ſo to be renewed as aforeſaid, *In Truſt*, and to the intent and purpoſe, that they the ſaid *R M.* and *J. H.* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall pay and diſpoſe of the rents, iſſues and profits of the ſaid leaſehold premiſſes, from time to time as they ſhall be received, unto the ſaid *P.* during the term of her natural life, to be paid to her own proper hands, or to ſuch perſon or perſons, as ſhe by any note or notes, writing or writings, to be by her ſigned, ſhall from time to time appoint; the ſame to be paid to her ſole, ſeparate, and peculiar uſe and benefit, and not to be liable to the debts, engagements, incumbrances or controul of the ſaid *R. M.* and that the receipts or acquittances of the ſaid *P.* by her ſigned with her own proper hands (notwithſtanding her coverture with the ſaid *R. M.*) or of ſuch perſon or perſons by her to be appointed as aforeſaid to receive the ſame, ſhall be from time to time ſufficient to diſcharge the ſaid *R M.* and *J. H.* their executors, adminiſtrators and aſſigns, and the tenant and tenants for the time being of the ſaid leaſehold premiſſes, of and from the ſaid rents, iſſues and profits of the premiſſes, or ſo much thereof as ſhall be, from time to time, and at all times, acknowledged to be received from them or any of them, their or any of their executors, adminiſtrators or aſſigns reſpectively; and from and after the death of the ſaid *P.* then in truſt for ſuch perſon and perſons, and for ſuch eſtate and eſtates, as the ſaid *P.* (whether covert or ſole, and notwithſtanding her ſaid coverture with the ſaid *R. M.*) by any deed or deeds, writing or writings, to be by her ſealed and delivered in the preſence of two or more witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will to be by her publiſhed, ſigned and ſealed in the preſence of three or more witneſſes, ſhall limit, direct or appoint; and for want of ſuch direction, limitation or appointment, and until ſuch limitation, direction or appointment ſhall be made; and until ſuch eſtate and eſtates ſo limited, directed

Habendum, to *R. M.* and *J. H.* for the remainder of the term of 21 years.

In truſt to raiſe money to renew;

and afterwards

in truſt to diſpoſe of the rents, &c. thereof unto *P.* for her life, or whom ſhe ſhall appoint; for her ſeparate uſe and benefit;

and after her deceaſe, in truſt for whom ſhe by deed or will ſhould appoint.

And in default thereof.

rected or appointed, ſhall reſpectively commence and take effect; and as ſuch eſtate or eſtates ſo limited, directed or appointed, ſhall reſpectively end and determine; and as to ſuch part thereof, whereof no ſuch limitation, direction appointment ſhall be made; in truſt for the only benefit and advantage of the executors and adminiſtrators of the ſaid *P.* *And this Indenture further witneſſeth*, that in further purſuance of and in obedience to the ſaid decree or decretal order, and in conſideration of the ſum of 5 *s.* of, *&c.* to the ſaid *E. B.* and *C. H.* in hand paid by the ſaid *R. M.* and *J. H* at and before the enſealing and delivery hereof, the receipt whereof is hereby acknowledged, the ſaid *E. B.* and *C. H.* by the direction and appointment of the ſaid Mr. *D.* and with the conſent and concurrence, and at the ſpecial inſtance and requeſt of the ſaid *R. M.* and *P.* his wife, teſtified as aforeſaid, *Have*, and each of them *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents *Do*, and each of them the ſaid *E. B* and *C. H* *Doth*, *&c.* unto the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, all the ſaid meſſuages, lands, tenements and hereditaments mentioned to be ſituate, lying and being in the ſaid pariſh of *T.* and demiſed by the ſaid *R. D.* the elder, and *R. D.* the younger, unto the ſaid *P.* her executors, adminiſtrators and aſſigns, all the ſaid meſſuages, lands, tenements and hereditaments mentioned to be ſituate, lying and being in the ſaid pariſh of *T.* and demiſed by the ſaid *R. D.* the elder, and *R. D.* the younger, unto the ſaid *P.* her executors, adminiſtrators and aſſigns as aforeſaid, and every part and parcel thereof, with their and every of their appurtenances, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part thereof, and all the eſtate, right, title, intereſt, term and terms for years to come and unexpired, property, claim and demand whatſoever in law or equity, of them the ſaid *E. B.* and *C. H.* or either of them, of, in, to, or out of the ſame premiſſes, and every or any part or parcel thereof; *To have and to hold* the ſaid meſſuages, lands, tenements and hereditaments hereinbefore mentioned to be ſituate in the pariſh of *T.* and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns from henceforth for and during all the reſt, reſidue and remainder of the ſaid term of 1000 years yet to come and unexpired; and for and during any and every other term or terms for years which they the ſaid *E. B.* and *C. H.* or either of them, have or hath, or are or is intitled unto the ſame premiſſes; ſubject nevertheleſs to the ſeveral truſts, and to the intents and purpoſes herein after expreſſed, limited and declared, concerning the ſame. *And this Indenture further witneſſeth*, that in purſuance of and in obedience to the ſaid decree or decretal order, and for and in conſideration of the ſum of 5 *s.* of, *&c.* to the ſaid *E. B.* and *C. H.* in hand paid by the ſaid *R. M.* and *J. H.* at and before the enſealing and delivery hereof, the receipt whereof is hereby acknowledged, the ſaid *E. B.* and *C. H.* by the direction and appointment of the ſaid Mr. *D.* and with the conſent and approbation, and at the ſpecial inſtance and requeſt of the ſaid *R. M.* and *P.* his wife, (teſtified as aforeſaid) *Have*, and each of them *Hath* bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents *Do*, and each of them the ſaid *E. B.* and *C. H.* *Doth* bargain, *&c.* unto the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, *All* the ſaid two ſeveral and reſpective bonds

in truſt for her executors and adminiſtrators.

And in further purſuance of the decree. *E. B* and *C. H.* aſſigned the mortgaged premiſſes to *R. M.* and *J. H.* for the remainder of the term of 1000 years, upon the truſts hereafter mentioned.

And further in obedience to the decree.

the ſaid bonds, jewels and plate.

or

or obligations herein before mentioned, and in part recited, and all monies as well principal as intereſt thereupon, or by virtue thereof reſpectively due and payable, *And alſo* the ſaid gold watch and chain, and pearl necklace and diamond ring, and all and every the ſaid ſilver tea pot, lamp, plate, ſpoons, ſalvers, cups, caſtors, candleſticks, ſnuffers caſe, tankard, ſalts and porringer herein before mentioned, and every of them; and all the right, title and intereſt of them the ſaid *E. B.* and *C. H* or either of them, of, in and to the ſame, and every of them; *To have and to hold* the ſaid ſeveral and reſpective bonds or obligations, and all monies as well principal as intereſt thereupon reſpectively due and payable; and the ſaid gold watch, chain and ring, and the ſaid ſeveral pieces or parcels of ſilver plate herein before mentioned, and every of them, unto the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, from henceforth, in as full, ample and beneficial manner to all intents, conſtructions and purpoſes, as the ſaid *E. B.* and *C. H.* might, could, or ought to have held and enjoyed the ſame, in caſe theſe preſents had never been made. *And* it is hereby agreed and declared, that the ſaid ſeveral and reſpective bargains, ſales and aſſignments, hereinbefore ſeverally and reſpectively made, of the ſaid mortgage ſo made by the ſaid *R. D.* the elder, and *R. D.* the younger, to the ſaid *P.* as aforeſaid, and all monies thereupon due and owing, and of the ſaid ſeveral and reſpective bonds or obligations, and all monies thereupon reſpectively due and owing, and of the ſaid gold watch, chain and ring, and ſeveral pieces or parcels of ſilver plate, and of every of them, is upon the truſts, and to the intents and purpoſes herein after mentioned and expreſſed, limited and declared, and of and concerning the ſame, (that is to ſay) upon truſt, that they the ſaid *R.* and *J. H.* and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall ſtand poſſeſſed of the ſame premiſſes, *In Truſt*, for the ſole, ſeparate and peculiar uſe and benefit of the ſaid *P. M.* and to employ, deliver and diſpoſe of the ſame, and every of them, and of the proceed and produce thereof, and of every part thereof, to ſuch perſon or perſons as the ſaid *P.* ſeparate and apart from the ſaid *R. M.* notwithſtanding her coverture with the ſaid *R. M.*) by any deed or deeds, writing or writings, to be by her ſigned and ſealed in the preſence of two or more witneſſes, or by her laſt will and teſtament in writing, or any writing purporting to be her laſt will, to be by her publiſhed, ſigned and ſealed in the preſence of three or more witneſſes, ſhall at any time or times hereafter appoint, direct or declare abſolutely or conditionally at her will and pleaſure; and for want of ſuch appointment, direction or declaration, and until ſuch appointment, direction or declaration ſhall be made, in truſt for the ſaid *P. M.* her executors, adminiſtrators and aſſigns. *And* the ſaid *R. M.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant with the ſaid *R. M.* and *J. H.* their executors, adminiſtrators and aſſigns, by theſe preſents in manner and form following, (that is to ſay) that (notwithſtanding any act, matter or thing made, done or committed, or to be made, done or committed by him the ſaid *R. M.* to the contrary) it ſhall and may be lawful to and for the ſaid *P.* at any time or times hereafter during her coverture, and at all other times, to make ſuch will, gift or diſpoſition of the ſaid ſeveral and reſpective premiſſes, herein before ſeverally and reſpectively mentioned and intended to be

to *R. M.* and *J. H.*

Declaration of the truſt of the mortgage, bonds, jewels and plate,

in truſt for the ſole, ſeparate uſe and benefit of *P.* and to diſpoſe thereof, to whom ſhe by deed or will ſhould appoint.

R M. covenants that *P.* his wife may make a will or diſpoſition of all the premiſſes.

hereby conveyed, aſſigned and ſettled to and for her ſeparate uſe as aforeſaid, and every of them, and of every part and parcel of them, and every of them, and of the produce and proceed thereof, and of every part thereof, as ſhe the ſaid *P* ſhall think fit or direct, appoint or declare; *And* that he the ſaid *R. M.* his executors, adminiſtrators or aſſigns, or any perſon or perſons claiming or to claim, by, from or under him or them, ſhall not impeach, queſtion, hinder, moleſt or trouble any perſon or perſons claiming under ſuch deed or deeds, writing or writings, will or diſpoſition of or by the ſaid *P.* as aforeſaid; *But* that all and all manner of diſpoſitions whatſoever to be had, made or done of the premiſſes or any part thereof by the ſaid *A.* at all times, ſhall be as good and effectual in the law, as if the ſaid *R. M.* had joined in the ſame with the ſaid *P.* or if the ſaid *P.* were not married to the ſaid *R. M.* for and notwithſtanding any act done or to be done by the ſaid *R. M.* to the contrary; *And further*, in caſe the ſaid *P.* ſhall depart this life in the life-time of the ſaid *R. M.* and ſhall make ſuch laſt will or other grant or diſpoſition as aforeſaid, of all or any of the ſaid premiſſes, or ſhall make any one perſon or perſons executors or adminiſtrators of ſuch her will as aforeſaid, or otherwiſe; that he the ſaid *R. M* his executors or adminiſtrators, upon requeſt, ſhall give his and their conſent to the probate of ſuch will, and to the allowance or grant of ſuch diſpoſition; *And* that he the ſaid *R. M.* ſhall not oppoſe the probate thereof, or the appointment, direction, grant, diſpoſition or enjoyment of the ſaid premiſſes by virtue thereof, by ſuch executors or adminiſtrators, legatees or legatees, or any perſon or perſons claiming under them or any of them, according to the true intent and meaning of theſe preſents; *And* that he the ſaid *R. M.* ſhall and will give power and authority to the ſaid truſtees or the ſurvivor of them, his executors or adminiſtrators, to ſue for the ſaid debts, ſum and ſums of money ſo ſecured by the ſaid in part recited mortgage and bonds or obligations; and every of them, when recovered and received, ſhall be liable to the truſt abovementioned, expreſſed and declared of the ſame reſpectively. *Provided always, (power for the truſtees to deduct their charges,* ſee tit. *Proviſo.) In Witneſs*, &c.

and ſhall not queſtion ſuch will or diſpoſition, but the ſame ſhall be as good in law, as if he had joined therein, or were not married; and that he ſhall give his conſent to the probate of ſuch will and ſuch diſpoſition,

and ſhall not oppoſe ſuch probate or diſpoſition;

and give power to the truſtees to ſue for debts.

A General

Letters of Attorney to receive Money Stock, &c.

A General Letter of Attorney to receive Debts.

KNOW *all Men* by theſe preſents, that I *A. B.* of ——— *(a) for divers good cauſes and conſiderations me hereunto moving,* have made, ordained, authorized, conſtituted and appointed, and by theſe preſents *Do* make, ordain, authorize, conſtitute and appoint *C. D.* of ——— my true and lawful attorney *(irrevocable)* for *(b)* me and in my name, and to my uſe, (or, *but to the uſe of him the ſaid* C. D.) to aſk, demand, ſue for, recover and receive of *E. F.* of ——— *(c) All* and every ſuch ſum and ſums of money, debts and demands whatſoever, which now are due and owing unto me the ſaid *A. B.* by and from the ſaid *E. F. And,* in default of payment thereof, to have, uſe and take all lawful ways and means, in my name, or otherwiſe, for the recovery thereof, by attachment, arreſt, *(diſtreſs)* *(re-entry)* or otherwiſe, *(and to compound and agree for the ſame).* *And* on receipt thereof acquittances, or other ſufficient diſcharges for the ſame, for me, and in my name, to make, ſeal and deliver, *And* to do all lawful acts and things whatſoever concerning the premiſſes, as fully in every reſpect as I myſelf might or could do if I were perſonally preſent, and an attorney or attornies under him for the purpoſes aforeſaid to make, and at his pleaſure to revoke; *hereby* ratifying, allowing and confirming all and whatſoever my ſaid attorney ſhall in my name lawfully do, or cauſe to be done, in and about the premiſſes, by virtue of theſe preſents. *In Witneſs,* &c.

(*a*) Theſe are words often left out as ſuperfluous.

(*b*) *When there are two attornies, ſay,* Have made, &c. and by, &c. *B.* of, &c. and *C* of, &c. jointly, and either of them ſeverally, to be my true and lawful attornies and attorney, for me, &c.

(*c*) *Or,* Of and from all and every perſon and perſons whatſoever, whom it doth, ſhall or may concern.

To

To two Perſons, but in caſe of Death, Abſence or Refuſal of both either of them, then to another alone, or with either of them he will act.

——— Impower *D.* and *E.* &c. jointly, and either of them ſeverally; and in caſe of the deceaſe, abſence or refuſal of the ſaid *D.* and *E.* or either of them, to act as our attornies by virtue hereof, then to ordain, conſtitute and impower *F.* &c. alone or together, with either of them the ſaid *D.* and *E.* as ſhall be living and preſent there, and will act as our attorney, by virtue of theſe preſents, jointly, or either of them ſeverally, to be our true, &c.

To three Perſons, but in caſe of Death, Abſence or Refuſal of two of them then to another to join him that does act.

——— Conſtitute *B.* &c. *C.* and *D.* &c. jointly, and either or any of them ſeverally, my true and lawful attorney and attornies; and in caſe of the deceaſe or abſence of the ſaid *C.* and *D.* or either of them, or of their or either of their refuſal to be and act as my attorney or attornies, together with the ſaid *P.* by virtue hereof, then and not otherwiſe I make, ordain, conſtitute and appoint *E.* of, &c. together with the ſaid *B.* in caſe of the death, or of the abſence or refuſal of both of them the ſaid *C.* and *D.* to act as aforeſaid, or together with either of them the ſaid *C.* and *D.* as ſhall be living and preſent there, and will act by virtue hereof jointly, or any of them ſeverally, to be my true and lawful attorney or attornies, for me and in my name, &c.

To receive Money on a Bond.

——— And receive of *E. F.* of ——— the ſum of ——— unto me in and by one bond or obligation, bearing date the ——— upon non-payment thereof, to have, uſe and take all lawful ways and means, in my name, or otherwiſe, for recovery of the ſame, by attachment, bill, plaint, arreſt, or otherwiſe, and, &c.

To receive Money which is not become due on a Bond.

TO *all* to whom theſe preſents ſhall come, I *R. C.* of ——— ſend greeting. *Whereas J. V.* of ——— and *V. J.* of ——— by their obligation, bearing date ——— laſt paſt, are and ſtand bound unto me the ſaid *R. C.* in the ſum of ——— with condition for the payment of ——— on the ——— now next enſuing, as by the ſaid obligation doth more fully appear: *Now know ye*, that I the ſaid *R. C.* have hereby made, ordained, conſtituted, appointed and authoriſed my loving friend *J. F.* of ——— to be my lawful attorney, for me and in my name to demand and receive the ſaid ſum of ——— at the time limited for the payment of the ſame, and, if the ſame ſhall not be then paid, to ſue for and and recover the ſum of ——— being the penalty of the ſaid obligation; and on receipt thereof, &c. (*as in the firſt letter of attorney.*)

From a Sailor to his Wife, to receive his Wages and all other Debts.

——— Appoint my loving wife *M. C.* my true and lawful attorney, for me, and in my name, and for my uſe, to aſk, demand and receive of and from all and every perſon and perſons whatſoever, as well all ſuch ſum and ſums of money as now are, or which ſhall or may at any time hereafter become due and owing to me for wages from any ſhip or ſhips to whom I now do or may belong; as alſo all and other debts now due, or to become due and owing to me by any other ways or means whatſoever, and upon non-payment, &c.

To receive a Legacy.

KNOW *all Men* by theſe preſents, *That whereas A. K.* late of ——— by her laſt will and teſtament, bearing date ——— did give and bequeath unto me *M. G.* of ——— 500 *l.* to be paid unto me upon my ſealing and delivering a general releaſe to the executor of the ſaid *A. K.* and made and conſtituted *J. B.* of ——— her executor, and ſhortly after died: *And whereas* the ſaid *J. B.* hath proved the ſaid will, and the ſaid *M. G.* hath ſealed ſuch general releaſe to the ſaid *J. B.* as by the ſaid will is directed, and left the ſame

in

in the hands of her attornies herein after named, to be delivered to the ſaid *J. B.* on payment of the ſaid 500 *l.* *Now know ye*, that I the ſaid *M. G. Have* made, ordained, conſtituted, deputed and appointed, and by theſe preſents *Do* make, ordain, conſtitute, depute and appoint *J. R.* of ——— and *J. S.* of ——— my true and lawful attornies jointly, and either of them ſingly for me and in my name, and to my uſe, to aſk, demand and receive of and from the ſaid *J. B.* the ſaid legacy of 500 *l.* ſo given and bequeathed to me the ſaid *M. G.* by the ſaid *A. B.* in her ſaid will as aforeſaid; and upon receipt thereof by my ſaid attornies, or either of them, to deliver the ſaid general releaſe ſo ſealed as aforeſaid, or to give ſuch other diſcharge as ſhall be ſufficient; I hereby ratifying, allowing and confirming all and whatſoever my ſaid attornies, jointly or ſeparately, ſhall lawfully do in the premiſes. *In Witneſs*, &c.

To receive Money from the Eaſt-India *Company.*

——— Of and from the United *Eaſt-India* Company, or their treaſurer, *All* ſuch ſum and ſums of money as now are or ſhall hereafter become due from the ſaid company unto me the ſaid *A. T.* for and on account of the ſale of my *China* ware, brought home by me in the ſhip *A.* in my late voyage from *China*, and ſold by the ſaid company at the ſale commenced the —— day of —— and now ſtanding in the books of accounts of the ſaid company in my name, and alſo all ſuch ſum or ſums of money as now are or ſhall hereafter become due to me the ſaid *A. T.* from the ſaid company, for and on account of the ſaid ſale of *China* ware, &c.

Letter of Attorney to demand and receive Money recovered by a Decree in Chancery.

——— *To* aſk, demand and receive of *E. L.* of, *&c.* the ſum of 414 *l.* 13 *s.* 4 *d.* of, *&c* decreed to be paid to me by a decree made in the high court of chancery the fifth day of, *&c.* in a cauſe there depending between me the ſaid *D. L. A.* plaintiff, and the ſaid *E. L.* defendant; and by virtue of the maſter's report, which was confirmed *July* 23, 17— and alſo by an order of court obtained *November* 6, 17— to ſerve the ſaid defendant *E. L.* with a writ of execution of the ſaid decree: And I do, by theſe preſents, give and grant unto the ſaid *C.* full power and lawful authority for me, and in my name, ſtead and place to do, or cauſe to be done, all and every ſuch other act and acts, thing and things, as ſhall be requiſite on my behalf to be done in the premiſes, and that in as full, large and ample manner, as if I myſelf were at the doing thereof perſonally preſent, and had done the ſame, ſanctifying, *&c.*

To

To receive the Freight of a Ship for the Uſe of the Receiver and the reſt of the Part Owners.

— *That J. A. &c.* maſter of the good ſhip, *&c.* have made, *&c.* A. of, *&c.* part owner of the ſaid ſhip, to be my true and lawful attorney, in my name, or otherwiſe, *but for the uſe of himſelf and the reſt of the part owners of the ſaid ſhip*, to demand, levy, *&c.* by all lawful, *&c.* of and from *E.* and *F.* of *London*, merchants, their executors and adminiſtrators, and either and every of them, and all others whom it doth or ſhall concern, all ſuch ſum and ſums of money, which are due owing and payable by and from them, or either of them, for freight or otherwiſe, for or in reſpect of any goods or merchandiſes imported in the ſaid ſhip in her ſaid late voyage from *C.* by virtue of a charter-party dated, *&c.* or otherwiſe howſoever; and upon receipt or recovery of all or any ſuch ſum or ſums of money, or any part thereof, to give ſufficient diſcharges for the ſame: Giving, *&c.*

From a Part Owner to receive Dividends of Freight.

——— To demand, levy, ſue, *&c.* of and from all or any perſon or perſons whom it doth or may concern, all ſuch ſum and ſums of money which now are and ſhall grow due to me as my dividend, for and in reſpect of my parts of and in the ſhips *C.* and *D.* for freight or otherwiſe; and upon receipt thereof, *&c.*

From the Maſter of a Packet Boat, to receive his Wages from the Poſt-Office.

——— Of and from the treaſurer of the general poſt-office in London, or from *D.* manager of the packet-boat at *D.* and all others whom it doth or may concern, all ſuch ſum and ſums of money as are due, owing, payable or belonging unto me, and ſhall be ordered to be paid and allowed to me by the commiſſioners for executing the office of poſtmaſter-general, for wages and other allowance whatſoever, for my ſervice as commander on board the *E.* packet-boat, and to the ſeamen of the ſaid veſſel, on account of her laſt voyage to *F.* or otherwiſe howſoever; and upon receipt thereof, *&c.*

To

To receive Money due on any Bills of Exchange which ſhall be remitted, and receive Money due in Exchequer Dividends, in the Bank, East-India Company and South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

KNOW, &c. That I *A* of, &c. intending to go into, and for ſome time to continue in parts beyond the ſeas, &c. to be my true, certain and lawful attorney, for me and in my name, and to and for my proper uſe and behoof, during ſuch my continuance abroad, to demand, levy, ſue for, recover and receive by all lawful ways and means whatſoever, of and from all and every perſon and perſons whatſoever whom it doth, ſhall or may concern, as well all and every ſuch ſum and ſums of money which ſhall or may become and grow due and payable to me at her majeſty's exchequer, for or upon account of any annuity or annuities, or any loans, tallies or orders, by virtue of any act or acts of parliament, or for any dividend or dividends, for or in reſpect of any ſtock in the bank of *England*, in the company of merchants trading to *Eaſt-India*, in the *South Sea* company, or any of them, or for or in reſpect of any other ſtock belonging to me in any other company; and likewiſe for me and in my name, and to and for my uſe, to demand, levy, ſue for, recover and receive all ſuch other debts, dues, ſum and ſums of money, goods, effects, merchandizes and things whatſoever, which now are, and which ſhall or may at any time or times hereafter become and grow due, owing, payable or belonging to me the ſaid *A.* upon or by virtue of any bond, &c. and alſo for me and on my behalf, to accept and pay ſuch bill or bills of exchange as ſhall be drawn or charged on me by any of my factors, agents or correſpondents, as occaſion ſhall require, and generally to do, negociate, &c. and upon receipt or recovery of all or any ſuch ſum and ſums of money, annuities, dividends, debts, dues, goods, effects and other things, or any of them, or any part thereof, ſufficient acquittances, &c. giving, &c.

A Letter

A Letter of Attorney to receive Bank Stock to transfer the ſame.

KNOW *all Perſons* by theſe preſents, that the right honourable *T.* earl of *S.* and the right honourable *A.* counteſs of *S.* his wife, (grandaughter and adminiſtratrix of the goods and chattels, rights and credits of dame *A. R.* widow deceaſed) *Have* conſtituted and appointed, and by, *&c. F. E.* of, *&c.* gent. to be their true and lawful attorney for them the ſaid earl and counteſs, and for each of them, and in their names, place and ſtead, and to the uſe of the ſaid earl, to ask and receive *All* dividends now due, or which ſhall hereafter accrue or grow due to the ſaid earl and counteſs or either of them, from the governor and company of the bank of *England*, *And* upon the receipt thereof, or of any part thereof, acquittances or other ſufficient diſcharges to make and give for the ſame; *And alſo* to aſſign and tranſfer the ſum of 3163 *l.* 10 *s.* in the bank ſtock, and all and every other ſtock and ſtocks in the ſaid bank of *England*, which they the ſaid earl and counteſs, or either of them have or hath, or is intitled unto, or as the the ſaid counteſs of *S.* as adminiſtratrix of her ſaid late grandmother, or otherwiſe, to the ſaid earl, or to ſuch perſon or perſons as the ſaid earl ſhall order and direct; *And further* to do, execute, perform and finiſh all and ſingular acts, matters and things, which ſhall be expedient and neceſſary, touching and concerning the premiſſes, as fully and effectually to all intents and purpoſes whatſoever, as they the ſaid earl and counteſs, or either of them, might, or could do in or about the ſame, being perſonally preſent, and whatſoever he the ſaid *F. E.* ſhall, &c.

To accept and pay for, and ſell Bank Stock.

—— *To* accept of all ſuch capital ſtock in the bank of *England*, which I have already bought, or contracted to buy, or ſhall hereafter buy, or contract to buy of any perſon or perſons whatſoever, upon the tranſferring thereof, according to the uſual manner of tranſferring the ſaid ſtock; and pay ſuch ſum or ſums of money, or conſideration for the purchaſe of all ſuch capital ſtock, upon the tranſferring thereof from time to time, as I ſhall in that behalf order; likewiſe for me, and in my name, and on my behalf, and to and for my own proper uſe to ſell and tranſfer all or any ſuch ſtock which I now have, or ſhall buy or purchaſe in the ſaid bank of *England*, to ſuch perſon or perſons, and in ſuch manner as I ſhall from time to time direct or appoint by writing under

my hand; and alſo for my uſe to receive the monies or conſiderations which ſhall become due or payable, for or upon the ſale of all or any ſuch ſtock which he ſhall ſo ſell and transfer for or on my account as aforeſaid, and to give ſufficient diſcharges for the ſame: And I do hereby give and grant, &c.

To receive Exchequer Annuities.

——— *To* demand and receive at his majeſty's exchequer, from all perſons whom it doth or may concern, one annuity or yearly ſum of ——*l.* and two ſeveral annuities of ——*l.* and ——*l.* payable to us and the ſaid *C.* for the remainder of the term of 99 years from the, &c. 17— by three ſeveral orders, one of them N°. (—) bearing date, &c. and the other two, dated, &c. N°. (—) and (—) by virtue and in purſuance of an act of parliament, made in the —th year of the reign of our ſovereign lady queen *Anne*, intitled, (An act, &c.) as the ſaid ſeveral annuities, or any of them, or any part thereof, ſhall from time to time grow and become due and payable; and upon receipt thereof, or of any of them, or any part thereof, ſufficient acquittances and diſcharges from time to time to make and give: And we do hereby ratify, &c.

To receive an Exchequer Annuity during the Life of a Perſon.

——— *To* demand and receive from and out of his majeſty's exchequer, from the feaſt-day of, &c. the yearly ſum of ——*l.* being after the rate of ——*l. per cent. per ann.* quarterly, during the life of the ſaid *A.* according to an order granted unto the ſaid *A.* by the lords of his majeſty's treaſury, dated, &c. in purſuance of a late act of parliament, intitled An act for granting to his majeſty, &c. and upon receipt thereof, or any part thereof, ſufficient acquittances and diſcharges, for him and in his name, from time to time to make and give: And the ſaid *A.* doth hereby ratify, &c.

To accept

To accept East-India *Stock, which ſhall at any Time be transferred, and to receive Dividends, Intereſt and Profits of the ſaid Stock, and to transfer it back if there be Occaſion.*

—— *To* accept of all ſuch ſtock in the United Company of merchants trading to *Eaſt-India*, which from time to time ſhall be transferred to me, or for my uſe, from all or any perſon or perſons whatſoever; and likewiſe for me and on my behalf, and to and for my own proper uſe, to demand and receive all ſuch ſum and ſums of money, dividends and profits, as ſhall from time to time become due and payable to me, for and in reſpect of all ſuch ſtock or intereſt, which I have or ſhall hereafter have in the ſaid company; and upon receipt thereof, or any part thereof, ſufficient acquittances and diſcharges for me and in my name, from time to time, to make and give; likewiſe for me and on my behalf, from time to time, to tranſfer ſuch ſtock in the ſaid company, which now belongs and is, or ſhall at any time or times hereafter be transferred to me by purchaſe, or as ſecurity for money on ſale thereof, on payment of the money lent thereon to ſuch perſon or perſons, as occaſion ſhall require; and to do and perform all other matters and things in and to the premiſſes requiſite and neceſſary, as fully as I myſelf might or could do, were I perſonally preſent: and I do hereby ratify and confirm all and whatſoever my ſaid attorney, or his ſubſtitutes ſhall legally do, or procure to be done, in and touching the premiſſes. *In Witneſs*, &c.

To Sell African *Company Stock.*

—— *To* ſell and transfer to ſuch perſon or perſons as he ſhall think fit, all or any part of —— *l.* —— *s.* ſtock, belonging to me in the *Royal African Company of* England, according to the uſual method of tranſferring the ſaid ſtock; and likewiſe for my uſe to receive the money or conſideration for which the ſame, or any part thereof, ſhall be ſold; and upon receipt thereof to give a ſufficient diſcharge or diſcharges for the ſame: and I do hereby ratify and confirm all and whatſoever my ſaid attorney ſhall legally do, or procure to be done, in and touching the premiſſes. *In Witneſs*, &c.

To recover Goods mentioned in a Schedule, &c. and remit the Money or conſign the Effects.

——— *That A. &c.* relict and executrix of the laſt will and teſtament of *B.* late, *&c.* hath made and ordained, and by theſe preſents doth make, ordain, and in her place and ſtead put and conſtitute *C. &c.* to be her true, certain and lawful attorney for her and in her name, and to and for her proper uſe, to demand, levy, ſue, *&c.* by all lawful, *&c.* to and from *D. &c.* his heirs, executors and adminiſtrators, and all perſon and perſons whom it doth, *&c. As well* the ſeveral goods and things mentioned and expreſſed in the inventory or particular thereof thereon indorſed, and which the ſaid *D.* by receipt under his hand, dated, *&c.* acknowledged to have received of captain *E.* (which receipt and the particular of the ſaid goods mentioned to be received by the ſaid *E.* of the ſaid *B.* is delivered by the ſaid *A.* to *F.* maſter of the ſhip *G.* now forthwith bound to *H.* to be delivered to the ſaid *C.*) as alſo all other goods and things of and belonging to the ſaid *B.* deceaſed; and upon receipt or recovery thereof, or any part thereof, from time to time to ſell and diſpoſe of the ſame at *H.* aforeſaid, for the moſt profit and advantage that he can; and to remit the money ariſing by ſale thereof, in good bill or bills of exchange, payable to the ſaid *A.* or her order, in *London*, for her uſe or otherwiſe, and inveſt the produce of the ſaid goods in ſuch other goods and merchandizes in *H.* as ſhall be for the beſt advantage of the ſaid *A.* and to return and conſign the ſame to the ſaid *A.* or her aſſigns in *London*, which of them the ſaid *C.* ſhall think fit, and for the moſt profit and advantage of the ſaid *A.* he the ſaid *C.* in either of the ſaid caſes, firſt deducting thereout all his neceſſary charges and expences in and about the premiſſes, which the ſaid *A.* agrees he ſhall and may deduct accordingly; *And* the ſaid *A.* doth further impower the ſaid *C.* if need be, to call to account and bring to a reckoning the ſaid *D.* and all other perſon and perſons concerning the premiſſes; and to tranſact, do and perform all other matters and things relating to the ſaid premiſſes, as fully as ſhe herſelf might or could do perſonally; and upon receipt or recovery of the ſaid goods and things, or any part thereof, or any ſum or ſums of money on account thereof, to give ſufficient receipt and diſcharges for the ſame: giving, *&c.*

Concerning Debtors and Creditors.

A Letter of Attorney from a Debtor to a Creditor, to receive Money due from ſeveral Perſons, and an Aſſignment of ſuch Money in Satisfaction of a Debt.

TO *all* to whom theſe preſents ſhall come, I *J. O.* of *K.* in the county of *S.* gent. ſend greeting, *Whereas* upon an account made between me and *N. C.* gent. I am in arrear indebted

to

to him in 21 *l.* 10 *s.* *Now know ye*, that for the more ſpeedy reimburſing and paying to the ſaid *N. C.* the ſaid 21 *l.* 10 *s.* I do hereby grant and aſſign unto him 5 *l.* 10 s. due to me from *R. L.* of *F.* upon a bill obligatory, dated the —— day of ——: and I do hereby alſo grant and aſſign unto the ſaid *N. C.* all ſum and ſums of money due or payable unto me by *R. L.* for coſts and charges taxed or aſſeſſed by his majeſty's court of ——; *And further*, I do make and appoint the ſaid *N. C.* my true and lawful attorney irrevocable for me, and in my name, ſtead and place, to aſk, demand, ſue for, recover, receive, have and take up all and every of the ſum and ſums of money before mentioned; *and* upon-payment thereof, *&c.*

To execute a Deed of Compoſition and to receive a Dividend.

—— *To* ſign, ſeal and execute an indenture *tripartite*, bearing date, *&c.* made or mentioned to be made between *C. D.* and *E.* of, *&c.* creditors of *F. &c.* and truſtees for and on the behalf of other the creditors of the ſaid *F.* of the firſt part, *G. H. I.* and the ſaid *A. K. &c. (and ſo on)* creditors alſo of the ſaid *F.* of the ſecond part, and the ſaid *F.* of the third part; *Alſo* for me and in my name, and to and for my proper uſe and behoof, to demand and receive of and from the ſaid *C. D.* and *E.* either or any of them, all monies due and payable to me, upon and by virtue of the ſaid indenture, as well for my ſhare and dividend of the ſum of —— *l.* already received by and in the hands of the ſaid *C. D.* and *E.* ſome or one of them, of the eſtate of the ſaid *F.* as of the ſum of —— *l.* of the debts of the ſaid *H.* yet ſtanding out and unreceived, or of ſo much thereof which ſhall be recovered and received in proportion to the debt of —— *l* owing to me by the ſaid *F.* *And* I do hereby give and grant unto my ſaid attorney my full power and authority in and touching the premiſſes, to do and perform all matters and things for the recovery and receiving the monies due, or which ſhall become due and payable to me by virtue of the ſaid indenture, as fully as I myſelf might or could do, were I perſonally preſent: *And* I do hereby ratify and confirm ſuch the execution of the ſaid deed by the ſaid *B.* as aforeſaid, and all other legal acts and things which ſhall be by him done and performed in and to the premiſſes, by virtue of theſe preſents. *In Witneſs*, &c.

To ſell Eſtates, let Lands, enter Premiſſes, receive Rents, grant Leaſes and execute other Deeds, and ſurrender, &c. Copyhold Lands.

To ſell an Eſtate. (Common Form.)

——— *To* grant, bargain and ſell *All* that, *&c. (the parcels)*, and alſo all my eſtate, right, title, intereſt, claim and demand whatſoever, of, in, and unto the ſaid premiſſes, and every part and parcel thereof, unto *C. D.* of ——— his heirs and aſſigns for ever; and alſo for me and in my name, place and ſtead, and as my proper act and deed to execute, ſeal and deliver ſuch conveyances and aſſurances of the ſaid premiſſes unto the ſaid *C. D.* his heirs and aſſigns, to the only uſe and behoof of him the ſaid *C. D.* his heirs and aſſigns for ever, as ſhall be needful and requiſite for the doing thereof, and as ſhall be to the good liking and approbation of the counſel learned in the law of the ſaid *C. D.* his heirs and aſſigns, giving, and by theſe preſents granting unto my ſaid attorney full power and abſolute authority to do, execute and perform any act or acts, thing or things whatſoever, that ſhall be needful and neceſſary to be done, touching or concerning in any wiſe the premiſſes, or the conveying or aſſuring thereof to the perſon and uſes aforeſaid, in as full and ample manner to all intents and purpoſes, as I the ſaid *A. B.* might or could do, if I was then and there perſonally preſent: and alſo ratifying, allowing and confirming all and whatſoever acts and things my ſaid attorney ſhall do, or cauſe to be done, by virtue and according to the true intent and meaning of theſe preſents. *In Witneſs*, &c.

Letter of Attorney to enable one or more Perſons to ſell an Eſtate, and upon ſuch Sale to ſeal and deliver a Conveyance, &c.

TO *all Perſons* to whom, *&c.* the right honourable *T.* lord *J.* baron of *B. St. E.* in the county of *S.* ſendeth greeting. *Know ye*, that the ſaid lord *J.* for divers good cauſes and valuable conſiderations him thereunto moving, *Hath* deputed, authorized, conſtituted and appointed, and by theſe preſents *Doth* depute, *&c. M. F.* of, *&c.* his true and lawful attorney, jointly with *H. J.* eſq; to treat with any perſon or perſons whatſoever, for the leaſing, ſelling or other diſpoſition of all

all or any the meſſuages, houſes, grounds, and hereditaments deviſed in and by the laſt will and teſtament of *H.* late earl of *St. A.* deceaſed, unto the ſaid lord *J.* (by the name of *J. T.*) and the ſaid *H. J.* and *M. F.* in truſt to ſell the ſame for the payment of the ſaid late earl's debts; *And* after any treaty and agreement made and concluded as aforeſaid, for and in the name of the ſaid *T.* lord *J.* jointly with the ſaid *H. J.* to ſign, ſeal and deliver any aſſignment, conveyance or aſſurance, to any perſon or perſons that ſhall purchaſe or agree to purchaſe the ſame premiſſes, or any of them, or any part of them, as he the ſaid *M. F.* in his diſcretion ſhall think fit, for the ſufficient aſſigning, conveying and aſſuring of the ſame meſſuages, houſes, grounds and hereditaments, which ſhall be ſo purchaſed and ſold as aforeſaid to the perſon or perſons which ſhall contract for and buy the ſame, or any of them, for the execution of every ſuch treaty and agreement as aforeſaid; *And* the ſaid *T.* lord *J.* doth hereby ratify, allow and make firm in law, all and whatſoever acts the ſaid *M. F.* ſhall do or cauſe to be done in purſuance of and by virtue of theſe preſents, or the power hereby given. *In Witneſs* whereof the ſaid *T.* lord *J.* hath hereunto ſet his hand and ſeal this twenty-ninth day of *May*, &c.

The Concluſion of a Purchaſe Deed, by Virtue of the Power above.

—— *In Witneſs* whereof to one part of theſe preſent indentures remaining with the ſaid *J. C.* *(the purchaſor)* the ſaid *J. C. H. J.* and Sir *J. C.* have ſet their hands and ſeals; and the ſaid *M. F.* to the ſame indenture for the ſaid *T.* lord *J.* by virtue of a letter of attorney to him made by the ſaid *T.* lord *J.* bearing date the 29th day of *May*, &c. and inrolled in the rolls of the high court of chancery, the tenor whereof followeth in theſe words; that is to ſay, *To all*, &c. *(ſetting forth the whole letter of attorney at length)* hath ſet the hand and ſeal of the ſaid *T.* lord *J.* and to the other part of the ſame indenture remaining with the ſaid *H. J.* and the ſaid *J. C.* and Sir *J. C.* have ſet their hand and ſeals, the day and year firſt above written.

From a Guardian of an Infant, to depute a Perſon to enter into Premiſſes, receive and recover Rents, appoint Stewards, Bailiffs and Receivers, and to take their Accounts.

KNOW *all Men* by theſe preſents, that *I. F. D* of —— eſq; guardian to *F. C.* of, &c. gent. infant, above the age of 14 years, and under the age of 21 years, have made, ordained, conſtituted and appointed, and by theſe preſents do make, &c. *W. B* of, &c my true and lawful attorney, for me and in my name to enter into all that the

manor of *F. G.* in the county of *H.* and all and ſingular the manors, capital meſſuages, lands, tenements and hereditaments whatſoever, belonging to the ſaid *F. C.* ſituate, *&c.* and to aſk, receive and recover of all the ſtewards, bailiffs, receivers, farmers and tenants, and all other occupiers whatſoever, of the ſaid manors, meſſuages, lands, tenements and hereditaments of the ſaid *F. C.* all rents, ſervices, arrearages of rents, profits, ſum and ſums of money now due, or hereafter to grow due to the ſaid *F. C.* and an account and accounts of them, and of all other the ſtewards, bailiffs, ſervants and accountants whatſoever of the ſaid *F. C.* or any of them, to require and take; and the ſaid ſtewards, bailiffs, receivers and ſervants of the ſaid *F. C.* by and with my conſent and approbation, and not otherwiſe, to diſplace, and on the diſplacing or death of any of them, now ſtewards, bailiffs, receivers, ſervants, or other agents, by and with my conſent and approbation, to put in the place or places of thoſe diſcharged or dead; and alſo to ſue for, receive and recover all manner of debts, duties, rents and ſums of money whatſoever, to the ſaid *F. C.* due and owing; and for non-payment thereof, to ſue and diſtrain, avow or make conuſance, and to ſell and diſpoſe of ſuch diſtreſs and diſtreſſes, according to law, and to contract with any perſon or perſons for the leaſing any the lands, tenements and hereditaments of the ſaid *F. C.* for the benefit and advantage of the ſaid *F. C.* and to ſell any of the woods, and underwoods of the ſaid *F. C.* when ſaleable; and alſo to commence or proſecute any ſuit or ſuits, action or actions, as well real, perſonal, as mixt, for any debt, duty, matter, cauſe or thing whatſoever to the ſaid *F. C.* belonging, or that may be demanded by the ſaid *F. C.* in any court of record, or in any other court or place whatſoever, and the ſame ſuits to proſecute and follow, or to diſcontinue or become nonſuit, or to diſmiſs the ſame; and alſo to take all lawful ways, courſes, means and remedies, for the better getting, recovering or receiving any manors, lands, tenements, rents and hereditaments, goods, chattels, debts, duties, ſum and ſums of money, or other matter or thing whatſoever; and I do hereby authorize and impower my ſaid attorney to allow timber for repairs, and other uſes of the tenants and farmers of the ſaid *F. C.* and ſet fines for any leaſes, and to nominate and appoint ſtewards for keeping any of the courts of the ſaid *F. C.* and to accept any ſurrender or ſurrenders of any leaſes, and on ſuch ſurrenders to contract for new leaſes for fines, or otherwiſe, as ſhall be moſt for the benefit and advantage of the ſaid *F. C.* and I do hereby allow, ratify and confirm all ſuch act and acts, thing and things, as the ſaid *W. B.* ſhall with ſuch approbation as aforeſaid, do, or cauſe to be done in and about the premiſes. *In Witneſs*, &c.

To enter into and take Poſſeſſion of a Plantation lately bought, and to manage all Affairs therein.

—— To enter into and take poſſeſſion, by all lawful ways and means whatſoever, of a certain plantation called by the name of, &c. and lying, &c. and all other my plantations in, &c. aforeſaid, with all the houſes, buildings, lands, negroes, ſervants, coppers, utenſils, and other the appurtenances and things thereunto belonging or appertaining, which I lately bought and purchaſed of *C.* &c. *And* for me, &c. to demand, levy, &c. from all whom it doth or may concern, all ſuch ſum and ſums of money, goods and things whatſoever, as are now due, and which may or ſhall grow due, payable or belonging to me, by, from, or in reſpect of the ſaid premiſſes, either for rent or otherwiſe, by any ways or means whatſoever or howſoever; *And alſo* to place and diſplace all or any of my ſervants of and in the ſaid plantations and premiſſes, as he ſhall ſee needful and for my beſt advantage; and generally to do, tranſact, manage and perform all other matters, buſineſs, affairs and things whatſoever relating to the ſaid premiſſes, as fully as I myſelf might or could do, were I perſonally preſent; *And* upon receipt, &c.

From Executors, for their Attorney to account with Perſons in Jamaica, *and to receive Debts*, &c. *conſign Effects, and to take Poſſeſſion of Plantations*, &c. *ſell or let the ſame, or any Negroes*, &c. *to execute Deeds*, &c. *and upon his Departure from the ſaid Iſle to impower others to do the like.*

KNOW *all*, &c. that we *A.* of, &c. and *B.* of, &c. ſurviving executors of the laſt will and teſtament of *C.* late of, &c. deceaſed, have, and either of us hath made and ordained, and by theſe preſents do, and either of us doth make, ordain, and in our places and ſtead put and conſtitute *D.* of, &c. now bound out to the iſland of *Jamaica*, to be our and either of our true and lawful attorney, for us, in our names, and on our behalfs, and to and for our proper uſes, as executors aforeſaid, to call to account and bring to a reckoning, and to adjuſt and ſettle accounts with all and every perſon and perſons, in the ſaid iſland of *Jamaica* aforeſaid, who is or are, or ſhall be indebted to the eſtate of the ſaid *C.* deceaſed, upon any account, by any ways or means whatſoever or howſoever; and alſo to demand, levy, ſue for, recover and receive, by all lawful ways and means whatſoever, of and from all

and

and every ſuch perſon or perſons aforeſaid, and all, every or any other perſon and perſons whom it doth, ſhall, or may concern, all and every ſuch debts, dues, ſum and ſums of money; and likewiſe all and ſingular ſuch goods, commodities, merchandizes and effects, which now are, and which ſhall become and grow due, owing, payable and belonging to the eſtate of the ſaid *C.* deceaſed, upon or by virtue of any mortgages or ſecurities made to the ſaid *C.* deceaſed, or to or in truſt for us, or either of us, as executors aforeſaid, or upon any bond, bill, book, or upon account of trading or dealing, or upon any other account, and by any other ways or means whatſoever or howſoever, in any manner of wiſe; and likewiſe to demand, levy, ſue for, recover and receive, by all lawful ways and means whatſoever, of and from all and every perſon and perſons whom it doth or ſhall or may concern, all ſuch ſum and ſums of money, which now are, and which ſhall become and grow due and payable for rent and arrears of rent, for and in reſpect of all, every and any meſſuages, lands and plantations, of and belonging to the eſtate of the ſaid *C.* deceaſed, in the iſland of *Jamaica*; and if need be, to diſtrain for the ſame, and to ſell and diſpoſe of ſuch diſtreſs, according as the law in that behalf directs; and upon receipt or recovery of all or any the ſaid debts, dues, ſum and ſums of money, rent and arrears of rent, goods and effects, or any of them, or any part thereof, ſufficient acquittances and diſcharges for the ſame, for us, and in our names, from time to time, to make and give; and to return and conſign all and every the ſaid debts, ſums of money, goods and effects, which ſhall be from time to time recovered and received, by virtue of theſe preſents, to us the ſaid *A.* and *B* or one of us, at *London*; and generally to do, negotiate, tranſact, perform and accompliſh all other acts, matters and things, for us and either of us, and on our and either of our behalfs, as executors aforeſaid, in and about the premiſſes, and in, about and concerning the eſtate of the ſaid *C.* deceaſed, in the ſaid iſland of *Jamaico*, as fully, to all intents and purpoſes, as we or either of us might or could do, if we were perſonally preſent: *And likewiſe* for us, and in our names, and on our behalf, as executors aforeſaid, to enter into and take poſſeſſion of all, every or any the meſſuages, lands and plantations, late of and belonging to the ſaid *C.* deceaſed, in the ſaid iſland of *Jamaica* aforeſaid, with all and every the buildings, negroes, ſervants, cattle, coppers, mills, utenſils, appurtenances and things whatſoever thereunto belonging; and from time to time to demiſe and let the ſame, or any of them, or any part thereof, by leaſe, for ſuch term or terms of years, or at will, as he our ſaid attorney ſhall think fit, and to and for the moſt rent that he can get for the ſame: and in caſe he the ſaid *D.* ſhall think fit to contract and agree for the ſale of, and to ſell and diſpoſe of, at and for ſuch price, ſum or ſums of money, as he ſhall think fit, all or any of the ſaid [meſſuages, lands, plantations and premiſſes, with the appurtenances, or any part thereof] *or only thus*, negroes, coppers, mills, utenſils and other things belonging to the eſtate of the ſaid *C.* deceaſed, other than houſes, lands and plantations; and upon ſuch ſale or ſales to ſign, ſeal and execute ſuch contracts, agreements, deeds and writings, [conveyances and aſſurances]; and to do and perform all ſuch acts and things for perfecting thereof, as ſhall be requiſite and neceſſary in that behalf; and to receive for our uſe the ſum and ſums of money, or conſiderations for which the ſaid premiſſes, or any part thereof, ſhall be ſo ſold,

ld, and upon receipt thereof, to give a ſufficient diſcharge or diſcharges the ſame: And we the ſaid *A.* and *B.* do, and either of us doth eby give and grant unto our ſaid attorney full power and authority, and touching the premiſſes, to ſue, *&c. (general to)*: *And we* do, either of us doth hereby alſo give full power and authority unto the *D.* at his departure and returning from *Jamaica* aforeſaid for *Eng-*, by writing under his hand and ſeal for that purpoſe, to appoint, ize and impower ſuch perſon or perſons as he ſhall think fit to be act as attorney or attornies, for and on behalf, of us the ſaid *A*, *B.* as executors aforeſaid, in the room and ſtead of him the ſaid *D.* with full power and authority to do, tranſact and perform all and any, h of the matters and things which he the ſaid *C.* is herein before, y virtue of theſe preſents, impowered to perform and execute, as ſaid *D.* ſhall think fit, and ſhall in and by ſuch his writing in that authorize, impower and appoint: *And we* do hereby ratify and m, and ſhall and will, at all times hereafter ratify and confirm all whatſoever the ſaid *D.* and ſuch perſon or perſons whom he at his ure from *Jamaica*, as aforeſaid, ſhall by ſuch his writing under nd and ſeal in that behalf authorize and appoint as attorney or at- for us as aforeſaid, or either or any of them, or either or any ir ſubſtitutes, ſhall legally do, or cauſe or procure to be acted, and accompliſhed, in and touching the premiſſes: *And we* the ſaid *B.* do hereby, for ourſelves, our executors and adminiſtrators, ant, promiſe and agree, to and with the ſaid *D.* his executors and iſtrators, that we the ſaid *A.* and *B.* our executors and admini- rs, ſhall and will, at any time or times hereafter, upon requeſt in half, make, do, perform and execute all or any ſuch further and acts, deeds and things whatſoever, for the better perfecting and ming all or any ſale or ſales which ſhall be made of the ſaid [meſ- , lands, plantations and] premiſſes, or any part thereof, by him d *D.* or ſuch perſon or perſons as he ſhall by writing authorize point to act in the premiſſes as aforeſaid, as ſhall be reaſonably re- d. *In Witneſs*, &c.

a Huſband in Right of his Wife, to two Perſons jointly, and in e of the Deceaſe of them, then to the other alone; but if he dies or leaves his Reſidence, the other ſurviving, then to the ſaid Sur- r, together with two others jointly, and to the Survivor of thoſe , to take Poſſeſſion of Plantations, &c. *and conſign the Ef- s*, &c.

NOW *all*, &c. That *A.* of, *&c.* who married *B.* daughter of, *&c.* and relict and adminiſtratrix, with the will annexed of late, *&c.* deceaſed, hath made and ordained, and by theſe preſents make, ordain, appoint, and in his place and ſtead put and conſti- *D.* of, *&c.* and *E. A.* ſon of him the ſaid *A.* now bound out to ſaid iſland of *Jamaica*, jointly, and in caſe of the deceaſe of the

ſaid

ſaid *E. A.* then the ſaid *D.* alone; and in caſe of the deceaſe of the ſaid *D.* or of his departure from the ſaid iſland, then and in ſuch caſe the ſaid *A.* doth make and appoint the ſaid *E. A.* together with *F.* and *G.* of the ſaid iſland, merchants, jointly; and in caſe of the deceaſe or departure of both of them the ſaid *D.* and *E. A.* from the ſaid iſland, then and in ſuch caſe only, and not otherwiſe, the ſaid *A.* doth make and apppoint the ſaid *F.* and *G.* jointly, and the ſurvivor of them, or which of them ſhall continue to reſide in the ſaid iſland, in caſe of the deceaſe or departure of either of them from thence, to be the true, certain and lawful attorney and attornies of him the ſaid *A.* for him and in his name to enter into, recover and take poſſeſſion, by all lawful ways and means whatſoever, of all thoſe meſſuages and tenements in ——— in the iſland of *Jamaica* aforeſaid, late in the poſſeſſion of ——— mother of the ſaid *B.* now wife of the ſaid *A.* which after her deceaſe came to and were veſted in the ſaid *B.* and likewiſe to enter into, recover and take poſſeſſion by all lawful ways and means whatſoever, of all and ſingular the plantations and lands, with their and every of their appurtenances in the ſaid iſland of *Jamaica*, which were late the eſtate of the aforeſaid ——— deceaſed; and for that purpoſe to ſue for and proſecute, as occaſion ſhall require, againſt all or any perſon or perſons whom it ſhall or may concern, ſuch action or actions, writ or writs, as they the ſaid *D. E. A. F.* and *G.* or any of them, during ſuch time as they, or any of them, are by theſe preſents reſpectively authorized and impowered to act as the attornies or attorney of him the ſaid *A.* ſhall think fit for recovering the poſſeſſion as well of the ſaid meſſuages or tenements, as of the ſaid plantations, or any of them; and upon recovery of ſuch poſſeſſion thereof, to demiſe and let to any perſon or perſons, as tenants at will, the ſaid meſſuages, or tenements and plantations, or any of them, at and for the moſt yearly rent, ſum or ſums of money and payments, that can be gotten for the ſame; and alſo to inſpect, ſettle and adjuſt with the executors or adminiſtrators of *R.* deceaſed, (who in his life-time had the management of the ſaid plantations) and with *S.* of, *&c.* aforeſaid, the late attorney of the ſaid *B.* now wife of the ſaid *A.* and all and every other perſon and perſons whom it ſhall or may concern, all accounts of and concerning the ſaid plantations and the produce and proceed thereof, and the charges in and about the ſame, and the management thereof, and alſo for and in the name of the ſaid *A.* and to and for his proper uſe, to demand, levy, ſue for, recover, and receive by all lawful ways and means whatſoever, of and from the ſaid executors or adminiſtrators of the ſaid *R.* and the ſaid *S.* and all and every other perſon and perſons whom it ſhall or may concern, all and ſingular ſuch ſum and ſums of money, goods, effects, rents, profits and produce whatſoever, which now are and which ſhall ariſe, become and grow due, payable and belonging to him the ſaid *A.* in right of his ſaid wife, as well for and in reſpect of the ſaid meſſuages or tenements, as of the ſaid plantations and premiſſes, or any part thereof; and for default of payment of any rents, to diſtrain for the ſame, and to do and perform all other acts, matters and things neceſſary for the recovery of the ſame rents, and all or any other debts, ſums of money, goods and effects which now are, and which ſhall be due, owing and belonging to him the ſaid *A.* in right of his ſaid wife, as fully as he himſelf might or could

could do perſonally; and upon receipt or recovery of all or any ſuch ſum or ſums of money, goods, effects, rents, profits, produce, or any of them, or any part thereof, ſufficient acquittances and diſcharges for the ſame, from time to time, for and on the behalf of the ſaid *A.* to make and give, and to remit, return, ſend and conſign all and ſingular ſuch ſum and ſums, *&c.* which they the ſaid *D. E. A. F.* and *G.* or any of them reſpectively, at any time or times, ſhall recover and receive by virtue of theſe preſents, or the power and authority hereby given unto Mr. *H.* merchant in *London*, or to ſuch other perſon or perſons as he the ſaid *A.* ſhall by writing under his hand for that purpoſe order and direct: And the ſaid *A.* doth by theſe preſents give and grant unto the ſaid *D.* and *E. A.* jointly; and in caſe of the deceaſe of the ſaid *E. A.* then to the ſaid *D.* alone; and in caſe of the deceaſe of the ſaid *E.* or of his departure from the ſaid iſland of *Jamaica*, then unto the ſaid *E. A* and *F. G.* jointly; and in caſe of the deceaſe or departure of both of them the ſaid *D.* and *E A.* from the ſaid iſland, then unto the ſaid *F.* and *G.* jointly, and to the ſurvivor of them, or ſuch one of them as ſhall continue to reſide there, in caſe of the deceaſe or departure of either of them from the ſaid iſland, full power and authority in and touching the premiſſes, to ſue, *&c.* And the ſaid *A.* doth hereby ratify and confirm all and whatſoever the ſaid *D. E. A. F.* and *G.* or any of them, during ſuch time as they are by virtue of theſe preſents authoriſed and impowered to act as attornies or attorney of him the ſaid *A.* ſhall legally do, *&c.* *In Witneſs*, &c.

Another from a Brother and Heir to enter into a Plantation, &c.

—— That *J. A.* of, *&c.* brother and heir of *B.* late, *&c.* have made, *&c. C. &c.* to be, *&c.* to enter into, *&c.* a meſſuage, *&c.* and of a parcel of land, *&c.* lying, *&c.* called, *&c.* in the ſaid province of *P.* or any part thereof, which lately were the lands of, or did belong unto my ſaid late brother *B.* in his life-time, or whereof or wherein he was ſeiſed or poſſeſſed, or had or claimed any manner of eſtate, right, title, intereſt or demand, and which by his deceaſe now belong or come, or ought to deſcend and come unto me, as or wherein I have or ought to have any manner of eſtate, *&c.* whatſoever in any manner of wiſe; *Alſo* for me, &c.

A Letter

A Letter of Attorney to enter into Premiſſes upon Breach of the Condition in a Leaſe.

TO *all People*, &c. I. *A.* of, &c. ſend greeting. (*Recites a leaſe for* 21 *years, of lead mines*, &c. *made by* A. *to* B. C. *and* D.) *Nevertheleſs ſubject* to a condition or proviſo therein contained, (that is to ſay) That if the ſaid *B. C.* and *D.* their executors, adminiſtrators or aſſigns, did at any time during the ſaid term deviſt, diſcontinue and give over working the ſaid lead mines for the ſpace of three months, during the continuance of the ſaid leaſe, or ſhould neglect to pay and ſet out every ninth, being of the ſaid lead ore, for the uſe of me, my heirs and aſſigns, that then in every ſuch caſe it ſhould and might be lawful for me, my heirs and aſſigns, to enter into and upon the ſaid leaſed premiſſes, and every part and parcel thereof; any thing therein contained to the contrary thereof notwithſtanding, as by the ſaid indenture, relation being thereunto had, may more at large appear: *And whereas* the ſaid *B. C.* and *D.* have deſiſted, diſcontinued and given over working in the ſaid lead mine for above the ſpace of three months, and have broken the ſaid proviſo or condition: *Now know ye*, and witneſs theſe preſents, that I the ſaid *A.* do hereby deſire, appoint, authoriſe and impower *E.* &c. into the ſaid mines, and all and ſingular the premiſſes by me leaſed unto the ſaid *B. C.* and *D.* in or by the ſaid recited indenture, or into any part or parcel thereof, in the name of the whole, for me and in my name to enter, to the intent to make void the ſaid indenture, according to the power in me by reaſon of the breach of the ſaid proviſo or condition. *In Witneſs*, &c.

An Indorſement of the Entry made, purſuant to the foregoing Letter of Attorney.

BE *it remembered*, That the within named *E.* in purſuance of and according to the power within given to me, or any other power or authority whatſoever in me in this behalf, hath entered upon and into, &c. in the name of all the ſaid mines, hereditaments and things, in or by the within recited indenture leaſed, or mentioned to be leaſed, unto the within named *B. C.* and *D.* for breach of the within recited or mentioned condition or proviſo, on purpoſe to make void the ſaid indenture and leaſe, and the within recited and mentioned term of 21 years. *In Witneſs*, &c.

Signed, and the entry above mentioned made, in the preſence of

To

To take poſſeſſion of a Manor, make Leaſes, cut down Wood for Repairs, and to repair and new-build any Meſſuages, and to allow and pay Taxes.

—— And on my behalf, and to and for my proper uſe and be-, as occaſion ſhall require, from time to time, to enter into and poſſeſſion of all that my manor of, *&c.* and all or any meſſuages, , tenements and hereditaments thereunto belonging; *And* the , or any part thereof, to demiſe and let by leaſe or at will, to ſuch or perſons, and for ſuch rent and rents, fines, or other conſide-, as he ſhall think fit; and for that purpoſe to ſeal and execute leaſe or leaſes of my ſaid manors, meſſuages, lands and premiſſes, part thereof; *Alſo* for me and in my name, and for my uſe, to de-, *&c.* all ſuch ſum, *&c.* for rent or arrears of rent, or for any fines, for-, or any perquiſites or profits iſſuing, or otherwiſe due, or to grow and payable out of, for or in reſpect of my ſaid manor, meſſuages, lands hereditaments, or any part thereof, in any manner or wiſe: *And* fault, or upon non-payment of ſuch rent, or arrears of rent, ſum of money, payments and other profits, or any part thereof, time to time, to enter into all or any my ſaid meſſuages, *&c.* ei- diſtrain for the ſame where ſuch diſtreſs may or can be legally , and to ſell and diſpoſe of ſuch diſtreſs, and otherwiſe to act and herein according to law, or to ſuch other ways and means, for re- and receipt of all or any ſuch ſum and ſums of money, as he le- can; and alſo for me and on my behalf, from time to time, , where, and as often as he ſhall ſee occaſion, and think fit, to and cut down all or any timber trees, and other trees, woods underwoods now ſtanding, or which ſhall or may be ſtanding, ing and being, in and upon my ſaid manors and premiſſes afore-, or any part thereof, and the ſame for me and for my uſe either to or to uſe and diſpoſe of for repairs, or otherwiſe, in and about ſaid manor, *&c.* as he ſhall think fit; and likewiſe to repair, take and new-build all or any ſuch houſes or building in and about my manor, lands and grounds, where he ſhall think fit, neceſſary, or aſion ſhall be or require; and to allow and pay all taxes and other ments which ſhall grow and become due for and in reſpect of the premiſſes: *And*, &c.

To receive and recover Rents.

——— (*As in the firſt letter of attorney to*) all ſuch rents and arrearages of rent which now are or hereafter ſhall grow due from him the ſaid *E. F.* out of and from all thoſe my lands, *&c.* ——— at ——— and upon non-payment thereof, for me and in my name to enter into and upon the ſaid lands and premiſſes, and ſeize and diſtrain all or any goods or chattels that ſhall from time be found upon the premiſſes, or any part thereof, or to make ſuch diſtreſs of the premiſſes as the law permits; and the diſtreſs or diſtreſſes ſo made to detain, until payment of ſuch rent or rents ſhall be made, or the ſame ſhall be delivered by due courſe of law, and for non-payment to diſpoſe thereof according to law, or to proceed in my name, or otherwiſe, by action, ſuit, bill or plaint, or take ſuch other lawful ways and means for the recovery thereof, as my ſaid attorney ſhall think fit; and on receipt thereof, &c.

To demand Rent, and take Poſſeſſion in order to Ejectment.

——— Receive of *E. F.* the ſum of ——— for one half year's rent due to me at ——— laſt ——— in ——— and on receipt thereof to give a ſufficient diſcharge for the ſame: and on default of payment thereof, for me, and in my name, to enter into, upon, and take poſſeſſion of the ſaid ——— and ——— premiſſes, and to detain and keep ſuch poſſeſſion for my uſe; and whatſoever my ſaid attorney ſhall lawfully do in the premiſſes, I do hereby ratify and confirm. *In Witneſs*, &c.

A Memorandum of a Demand of the Rent.

MEMORANDUM, that (by virtue of the above letter of attorney) on ——— the ——— day of ——— in the year of our Lord ——— between the hours of ——— in the ——— noon of the ſame day, at the fore door of the houſe of the ſaid *E. F.* he being there preſent, I demanded ——— *l.* for half a year's rent due from the ſaid *E. F.* to Mr. *A. B.* at ——— laſt, and at the ſame time ſhewed him the ſaid letter of attorney.

In the preſence of
J. K.

C. D.

A Memorandum

A Memorandum of a Demand of Poſſeſſion.

MEMORANDUM, that on *E. F*'s refuſing to pay the rent above demanded, Mr. *A. B.* himſelf did, on ——— day of ——— in the year aforeſaid, before ſunſet, at the fore-door of the ſaid houſe, demand poſſeſſion of the houſe and lands above mentioned.

In the preſence of
C. D.

To demand Rent, and on Default of Payment to re-enter, according to a Proviſo for ſuch Re-entry in a Leaſe.

——— To demand and receive of and from *J. L.* of ——— on the 28th day next after the feaſt of the annunciation of the Bleſſed Virgin *Mary* next coming at ——— commonly called or known by the name of ——— ſituate, *&c.* ——— *l.* of lawful money of *Great Britain*, which will become due unto me the ſaid *F.* from the ſaid *J.* at the ſaid feaſt of the annunciation of the Bleſſed Virgin *Mary* next coming, for one half year's rent for the ſaid meſſuage, lands and tenements, with the appurtenances thereto belonging, which by an indenture of leaſe, bearing date the ——— day of ——— in the year of our Lord ——— were by the ſaid *A. B.* demiſed unto the ſaid *J. L.* for a certain term of years yet unexpired: *And* for default of payment of the ſaid ——— *l.* I give and grant unto my ſaid attorney full power and authority to enter into and upon the ſaid meſſuage and premiſſes by the before mentioned indenture of leaſe demiſed, and thereof for me and in my name, ſtead and place, to take poſſeſſion, to the intent that the indenture of leaſe may become void, according to a certain proviſo in the ſaid indenture contained; *And further*, to do and perform all things requiſite and neceſſary to be done in and about the execution of theſe preſents, according to the true intent and meaning thereof. *In Witneſs*, &c.

To take Poſſeſſion of Lands newly Purchaſed.

——— To take and receive peaceable and quiet poſſeſſion and ſeiſin of and in all that meſſuage or tenement, and all and ſingular the lands, &c. with the appurtenances, ſituate, &c. lately bargained and ſold by *F. J.* of ——— unto me the ſaid *R. C. And* the ſame poſſeſſion ſo had and taken, to detain and keep, to the only uſe and behoof of me the ſaid *R. C.* my heirs and aſſigns, according to the tenor and true meaning of the indenture, whereby the ſaid premiſſes are conveyed unto me: *And* I do hereby ratify, allow and confirm all and whatſoever my ſaid attorney ſhall do, or cauſe to be done, in or about the premiſſes, by virtue of theſe preſents. *In Witneſs*, &c.

To enter on Land, and to ſue for it, or compound.

——— To enter into and take poſſeſſion of all that meſſuage, &c. *And alſo* for me and in my name to ſue forth and proſecute againſt any perſon or perſons whatſoever, any writ or writs, action or actions, as to him ſhall ſeem meet, for the recovering or obtaining the poſſeſſion or ſeiſin of the ſaid premiſſes, or any part thereof: *And further*, to do and execute all and every other act and thing tending to the recovery of my eſtate and right in the ſaid meſſuage and lands, or any part thereof. *And further*, I do hereby give and grant unto my ſaid attorney full and whole power and authority for me, and in my name, ſtead and place, to make and conclude with any perſon or perſons any agreement whatſoever touching the premiſſes, in as full and ample a manner as myſelf could do in my own perſon. *And* I do hereby ratify, &c. (*as above to the end.*)

To take Poſſeſſion of a Meſſuage extended by the Sheriff upon a Statute.

——— To take and receive of the now ſheriff of the county of S. peaceable and quiet poſſeſſion, as well of and in one capital meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were

were lately belonging unto *R. R.* and which the ſaid ſheriff hath extended by virtue of a writ of extent to him directed, on a ſtatute for ——— *l.* acknowledged and entered into by *R. R.* unto me the ſaid *R. C.* giving and by theſe preſents granting unto my ſaid attornies and each of them, full power and authority for me, and in my name, to do, execute and accompliſh all and whatſoever ſhall be needful and neceſſary to be done in or about the premiſſes by theſe preſents: *And* I hereby ratify, allow and confirm, *&c.*

To ſell South-Sea *Stock.*

——— And to my uſe to ſell, aſſign and transfer ——— *l. South-Sea* ſtock, to which I am intitled; as by the books of the company appears, or any part thereof, to ſuch perſon or perſons as ſhall buy and accept the ſame, at and for ſuch price, and in ſuch manner, as my ſaid attorney ſhall think fit, and to receive the conſideration money for the ſame; and upon receipt thereof, acquittances and diſcharges for me, and in my name, or otherwiſe, to make, ſign and give; hereby ratifying, *&c.*

A Transfer of Stock entered in the Books of the South-Sea *Company.*

A. B. do hereby ſell, aſſign and transfer unto *C. D.* one ſhare in the ſtock of the company of ——— (or 100 *l. South-Sea* ſtock) with all the preſent and future, for the ſum of ——— *Witneſs* my hand the ——— day of ———

A. B.

An Acceptance of the Stock.

I *C. D.* do hereby accept the above ſhare in the ſtock of ———. *Witneſs* my hand, *&c.*

C. D.

A Power to receive Dividends of South-Sea *Stock.*

SIR,

PRAY pay to Mr. *A. B.* or order, my dividend for ——— *l.* capital ſtock, to which I am intitled in the books of the *South-Sea* company, for the half year due at *Lady-day* laſt, and this ſhall be your ſufficient warrant. Dated at ——— the —— day of —— in the year of our Lord ——

To Mr. C. L. *Accomptant to the* South-Sea *Company.*

To acknowledge a Deed before a Maſter in Chancery, or a Judge of the King's Bench, in order to Inrolment.

TO *all* to whom theſe preſents ſhall come, *E. C.* of ——— ſends greeting. *Whereas* I the ſaid *E. C.* have ſigned, ſealed, and as my act and deed delivered one indenture, bearing date —— laſt paſt, made between myſelf of the one part, and *J. H.* of ——— and *J. G.* of ——— and ſeveral other perſons therein named as truſtees, of the other part, purporting, *&c.* as by the ſaid indenture may appear: *And* being deſirous that the ſaid deed may be inrolled in one of his majeſty's courts of record at *Weſtminſter: Now know ye* by theſe preſents, that I the ſaid *E. C. Have* made, ordained, conſtituted and appointed, and by theſe preſents *Do* make, ordain, conſtitute and appoint *T. E.* of ——— and ——— and *J. E.* of ——— my true and lawful attorney and attornies, jointly and ſeverally, for me and in my name to appear in his majeſty's high court of chancery, or before any maſter of the ſaid court, or in his ſaid majeſty's court of king's bench, or before any or either of his ſaid majeſty's juſtices of the ſaid court, and for me, and in my name, to acknowledge the ſaid indenture to be my own proper act and deed, and likewiſe for me, and in my name, to deſire and requeſt, that the ſaid indenture may be inrolled in one of the ſaid courts, and for me and in my name to act and do all other matters and things neceſſary and expedient to be done in order to procure the inrolment of the ſaid indenture; hereby ratifying, allowing and confirming, *&c.*

To

To Perſons in Maryland, *to acknowledge a Deed there to the Intent the ſame may be regiſtered according to the Cuſtom of the Country.*

TO *all*, &c. I *A.* of, *&c.* ſend greeting. *Whereas* I the ſaid *A.* have on the day of the date of theſe preſents ſigned, ſealed and executed in due form of law, in the preſence of *C. D. E. F.* and *G.* who have likewiſe ſubſcribed their names as witneſſes to theſe preſents, a deed or indenture, whereby I have, for the conſideration therein mentioned, granted, conveyed and releaſed unto *B.* of, *&c.* and his heirs and aſſigns for ever, all my eſtate, right, title, inheritance, equity and benefit of redemption, claim and demand in law and equity, of, in and unto two tracts of land, the one called the ——— and the other the ——— or howſoever elſe the ſame are called, ſituate and being in, *&c.* with the appurtenances thereunto belonging; which premiſſes were formerly mortgaged by me to the ſaid *B.* and my ſaid right of redemption thereof, being by decree or order of the high court of chancery in *Maryland* aforeſaid foreclоſed, the execution of which deed or releaſe as aforeſaid I do hereby acknowledge, and for further perfecting thereof, and making the ſame more effectual and binding according to the laws of the ſaid country, I the ſaid *A.* do hereby authorize and impower *H.* of, *&c.* in the province of *Maryland* aforeſaid, gentleman, *J. K. L. &c.* and the aforeſaid *E.* of *London* mariner, jointly, or any one, two or more of them, for me and on my behalf to acknowledge the ſaid deed or indenture ſo by me executed as aforeſaid, before ſuch perſon or perſons in *Maryland* aforeſaid, who are or ſhall be authoriſed to receive the ſame, and to cauſe or procure the ſaid deed or indenture to be regiſtered in all or any court or courts, place or places in *Maryland* aforeſaid, according to the laws and cuſtoms of the ſaid country, as fully and effectually to all intents as I myſelf might or could do were I there perſonally preſent and did the ſame: and I the ſaid *A.* do hereby ratify and confirm the ſaid acknowledgment and regiſtering of the ſaid decree or indenture ſo to be had and made by the ſaid *H. J. K. L.* and *E.* jointly, or any one, two or more of them as aforeſaid. *In Witneſs*, &c.

From

From a Son and Heir to ſurrender Copyhold Lands to the Uſe of his Will.

BY theſe preſents, I *S. C.* of ——— ſon and heir of *J. C.* do make, ordain and appoint *T. C.* of ——— and *J. L.* of ——— my true and lawful attornies, jointly and ſeverally, for me and in my name, ſtead and place, to ſurrender into the hands of the lord of the manor of *B.* in the county of *S.* according to the cuſtom of the ſaid manor, all and ſingular the meſſuages, lands, tenements and hereditaments, with the appurtenances, of me the ſaid *S. C.* within the manor aforeſaid, and all ſuch meſſuages, lands, tenements and hereditaments, with the appurtenances, holden by a copy of court-roll of the manor aforeſaid, whereof the ſaid *J. C.* my father lately died ſeiſed, to the uſe and behoof of ſuch perſon and perſons, and for ſuch eſtate and eſtates, as I the ſaid *S. C.* by my laſt will and teſtament in writing ſhall direct and appoint. *In Witneſs*, &c.

From a ſurviving Truſtee, to ſurrender Copyhold Lands to the Uſe of himſelf and two new Truſtees.

KNOW, *&c.* That I Sir *J. W.* of *L.* knight, one of the cuſtomary tenants of the manor of *W.* in the county of *E.* and alſo ſurviving truſtee of the premiſſes herein after mentioned, for divers good cauſes and conſiderations me hereunto moving, *Have* made, *&c.* and by theſe preſents *Do* make, *&c. J. P.* of, *&c.* my true and lawful attorney, for me and in my name, at or before the next general court to be holden for the ſaid manor, or any other ſucceeding court, to ſurrender into the hands of the lord of the manor aforeſaid, by the hands and acceptance of *J. P.* gent. ſteward of the ſaid manor for the time being, all thoſe ——— acres of cuſtomary lands, with the appurtenances, lying and being in, *&c.* within the juriſdiction of the manor aforeſaid, and in the tenure of the lord mayor, commonalty and citizens of the city of *London*, and in the occupation of the bridge-maſters, or their aſſigns, or under-tenants, and all my eſtate, right and intereſt, both in law and equity, of, in and to the ſaid premiſſes, and every part and parcel thereof, to the uſe and behoof of me the ſaid Sir *J. W.* and of *H. P.* eſq; and *R. L.* eſq; aldermen of the city of *London* aforeſaid, and of the heirs of the ſurvivor and longer liver of me the ſaid Sir *J. W.* and of the ſaid *H. P.* and *J. L.* for ever; *In Truſt* for the reparation of *London* bridge; hereby ratifying and confirming all and whatſoever my ſaid attorney ſhall lawfully do or cauſe to be done in and about the premiſſes. *In Witneſs*, &c.

A Letter

A Letter of Attorney from a Son and Heir, to ſurrender Copyhold Lands that were mortgaged. (*a*)

KNOW, &c. That I *R. B.* of, *&c.* (ſon and heir, and alſo executor and reſiduary legatee of the laſt will and teſtament of *R. B.* my late father deceaſed,) for divers good cauſes and valuable conſiderations me hereunto moving, *Have* deputed, authorized, impowered and deſired, and by theſe preſents *Do*, *&c. A.* and *B.* of, *&c.* (feoffees or truſtees of my ſaid late father deceaſed,) *At* the next or ſome other copyhold or cuſtomary court to be holden for the manor of *M.* in the county of *N.* to ſurrender and releaſe into the hands of the lord or lords of the ſaid manor for the time being, according to the cuſtom of the ſaid manor, *All* thoſe cuſtomary or copyhold lands, *&c.* and all other the lands, tenements and hereditaments, which at a court held for the ſaid manor on or about the ——— day of, *&c.* were ſurrendered into the hands of the lord of the ſaid manor by *W. P.* eſq; (ſince deceaſed) and *J. H.* and *O. O.* (ſince likewiſe deceaſed) his then truſtees; *To the Uſe* and behoof of the ſaid *A.* and *B.* their heirs and aſſigns, *In Truſt* to perform the laſt will and teſtament or other free diſpoſition of my ſaid father in mortgage, with their and every of their appurtenances; and all the eſtate, right, title, intereſt, property, claim and demand whatſoever, either at law or in equity, as well of the ſaid *A.* and *B.* as of me the ſaid *R. B.* of, in, to and out of the ſame; *To the Uſe* and behoof of *C.* and *D.* of, *&c.* their heirs and aſſigns, *Nevertheleſs* as feoffees, and upon the ſpecial truſt and confidence therewith to fulfil the laſt will and teſtament or other free diſpoſition of *M. P.* widow and relict of the ſaid *W. P.* *And* for default of ſuch will or diſpoſition, *In Truſt* for the heirs or aſſigns of the ſaid *E. P.* hereby ratifying and confirming what they the ſaid *A.* and *B.* ſhall do purſuant to the power hereby given. *In Witneſs*, &c. (*b*)

(*a*) Note; *W. P.* eſq; deceaſed, ſome time ſince ſurrendered copyhold lands held of the manor of *M.* to truſtees in truſt for *R. B.* eſq; deceaſed, by way of mortgage for ſecuring 100 *l.* and intereſt, which afterwards was paid off; ſo *R. B.* eſq; ſon and heir and executor of the ſaid *R. B.* gives a letter of attorney to his feoffees or truſtees to ſurrender mortgaged premiſſes to the uſe of Mrs. *P.*

(*b*) There was alſo an acquittance for the money from *R. B.* and his releaſe of all claims to the lands mortgaged.

A Letter

A Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to ſurrender.

TO all chriſtian people to whom theſe preſents ſhall come: I *A. T.* gent. couſin and heir of *L. T.* doctor in divinity, to wit, the ſon of *R. T.* gent. who was the brother of the ſaid *L.* ſend greeting. *Whereas R. C.* and *E.* his wife, on the, *&c.* which was in the year of our Lord, *&c.* did ſurrender into the hands of the lord of the manor of *B.* in the county of *S.* one cloſe of land called *Breeches*, alias *Newels*, containing by eſtimation ten acres (being parcel of one yard of boardland, called *Fairmanners:*) and one other cloſe of land called *Breeches*, containing by eſtimation ſix acres; and one cloſe of land called *Downcroft*, containing by eſtimation five acres, lying in *W.* in the ſaid county, and holden by copy of court-roll of the ſaid manor, by the yearly rent of 7*s.* 2*d.* to the uſe and behoof of the ſaid *L. T.* and of his heirs for ever, according to the cuſtom of the manor aforeſaid, upon a condition for making void thereof, if the ſaid *R. C.* and *E.* his wife ſhould pay unto the ſaid *L. T.* 106*l.* at ſeveral days long fince paſt. *And whereas* the ſaid ſurrender was made unto the ſaid *L. T.* in truſt for the dean and chapter of the cathedral church of, *&c.* and the monies thereupon lent were the proper monies of the ſaid dean and chapter, and the condition of the ſaid ſurrender is not yet performed. *Now know ye*, that I the ſaid *A. T.* in diſcharge and performance of the truſt in the ſaid *L.* repoſed as aforeſaid, at the requeſt and by the direction of the ſaid dean and chapter, do by theſe preſents make, authoriſe, appoint and put *N. C.* of the city of, *&c.* in the county aforeſaid, gent. my true and lawful attorney, for me and in my name, ſtead and place, and to my uſe, to receive, have and take admittance of and from the lord of the manor of *B.* aforeſaid, or his ſteward of his court there, of, in and to the ſaid ſeveral cloſes of land and premiſſes before mentioned, with the appurtenances, according to the cuſtom of the manor aforeſaid; and at any time after ſuch admittance ſo had and taken, to ſurrender into the hands of the lord of the ſaid manor, all the ſaid ſeveral cloſes of land and premiſſes, with the appurtenances, to the uſe and behoof of ſuch perſon or perſons and their heirs, as the ſaid dean and chapter ſhall appoint: *And further*, to do and execute every act and thing neceſſary or expedient to be done in or about ſuch admittance and ſurrender as aforeſaid, as fully and amply as I the ſaid *A. T.* might or could do in my own perſon. *In Witneſs*, &c.

To impower

To impower a Perſon to be admitted to a Copyhold Eſtate, and to let the ſame.

KNOW, &c. That I *R. Y.* of ——— youngeſt daughter and heir, (according to the cuſtom of the manor of —) of *A. B.* of — deceaſed, *Have* made, ordained, conſtituted and appointed, and in my place and ſtead put, and by theſe preſents *Do* make, *&c. J. R.* of ——— my true and lawful attorney for me and in my name as ſuch heir of the ſaid *A. B.* as aforeſaid, and to and for my ſole and proper uſe and behoof, to appear at the next general court baron to be holden for the ſaid manor of ——— or at any other ſubſequent court baron to be holden for the ſame manor, and then and there to pray admittance and to be admitted to *All* that copyhold, *&c. To hold* the ſaid, *&c. To the Uſe* of me the ſaid *R. Y.* my heirs and aſſigns for ever, at the will of the lord, according to the cuſtom of the ſaid manor; *And alſo* in my name to pay a licence to let the ſaid, *&c.* with their and every of their appurtenances, for ſuch time or term of years as he ſhall think proper, *And alſo* for me and in my name to let the ſaid, *&c.* with the appurtenances, unto ſuch perſon or perſons as he ſhall think fit. *In Witneſs*, *&c.*

To be admitted into Copyhold Lands, and afterwards to ſurrender the ſame to the Uſe of the Ceſtuy que Truſt.

TO *all*, &c. *W. P. W.* of, *&c.* eſq; ſendeth greeting. *Whereas T. V.* of, *&c.* and *J.* his wife, did on, *&c.* laſt part, out of court, ſurrender into the hands of the lords of the manor of *R.* in the ſaid county of *M.* by the hands and acceptance of *W. L.* eſq; ſteward of the ſaid manor, *All* thoſe ſix ſellions of cuſtomary lands in *R.* within the ſaid manor, with their and every of their appurtenances then or then late in the tenure of *M. G.* widow, and all other the cuſtomary lands and hereditaments which he the ſaid *T. V.* in his own right did hold of the ſaid manor of *R. To the Uſe* and behoof of the ſaid *W. P. W.* and his heirs, *As* by the ſaid ſurrender may appear. *Now*, &c. that the ſaid *W. P. W Hath*, and by, *&c. Doth* nominate, conſtitute and appoint *D. W.* of, *&c.* and *J. B.* of, *&c.* jointly or ſeverally, for him the ſaid *W. P. W.* and in his name and ſtead, *To* receive, have and take admittance of and from the lords of the ſaid manor of the ſaid ſix ſellions

ſellions of lands, hereditaments and premiſſes upon the ſaid ſurrender, and according to the cuſtom of the ſaid manor, *And* immediately after ſuch admittance as aforeſaid, in the name and ſtead of the ſaid *W. P. W.* to ſurrender all the ſaid ſix ſellions of lands, hereditaments and premiſſes, and all other his copyhold lands and hereditaments held of the ſaid manor, into the hands of the lords of the ſaid manor, *To ſuch Uſes*, intents and purpoſes as he the ſaid *W. P. W.* hath or ſhall at any time hereafter, by his laſt will and teſtament in writing, already by him ſigned, ſealed, and publiſhed or declared in preſence of two or more witneſſes. or hereafter to be ſigned, ſealed, publiſhed or declared, and to be atteſted as aforeſaid, give, deviſe, limit or appoint the ſame. *In Witneſs*, &c.

To receive the Rents of a Copyhold Eſtate.

KNOW, &c. that we Sir *J. W.* of *London*, knt. *H. P.* and *R.* both of *London* aforeſaid eſqrs. truſtees of the premiſſes herein aftermentioned, *Have* made, *&c.* and by, *&c. Do* make, *&c. J. R.* of, &c. our true and lawful attorney, for us and in our name, at the next or any ſucceeding court to be held for the manor of *W.* in the county of *E* to aſk and demand admittance to all thoſe ——— acres of land, with the appurtenances, lying and being in, *&c.* within the juriſdiction, and held of the manor aforeſaid, by the copy of court-roll, and in the tenure of the lord mayor and commonalty and citizens of the city of *London*, and in the occupation of the bridgemaſters or their aſſigns, or under-tenants, to the uſe and behoof of us the ſaid Sir *J W. H. P.* and *R L.* and the heirs of the longer liver of us the ſaid Sir *J. W. H. P.* and *R. In Truſt* for the reparation of *London* bridge, to be holden of the lord of the manor aforeſaid, according to the cuſtom of the ſaid manor, by the rents and ſervices of right due and accuſtomed; hereby ratifying, *&c. In Witneſs*, &c.

To receive Rents of ſeveral Meſſuages from ſeveral Perſons, to demand, &c.

——— Of and from all and every the tenants of all or any meſſuages, lands, tenements and hereditaments, ſituate, *&c.* and all other perſon or perſons whom it doth or ſhall concern, all ſuch ſum and ſums of money, which now is, are, and which ſhall be and grow due, owing and payable to me for rents, or arrears of rent, for and in reſpect of all or any my meſſuages, *&c.* at, *&c.* aforeſaid, (granted to them or any of them by leaſe or otherwiſe), and in default for non-payment of ſuch rent,

rent, or arrears of rent, or any part thereof, from time to time, to enter into all, or any my ſaid meſſuages, &c. or any of them, or any part thereof, and to diſtrain for the ſame, and the diſtreſs and diſtreſſes there found, to lead, drive, carry away, ſell and diſpoſe of, and to act and do therein in all reſpects as the law in that behalf directs: *And to do and perform all other matters and things relating thereunto, as fully as I myſelf might or could do perſonally: And upon receipt, &c.

Another.

AND to uſe and take all or any other lawful remedies, ways, means and advantages whatſoever, for or upon default or non-payment of all or any ſuch rent, or arrears of rent: *And likewiſe* to tranſact, do, perform and accompliſh all other affairs whatſoever, relating to all or any my ſaid meſſuages or tenements, as occaſion ſhall require, as fully as I myſelf might or could do, were I perſonally preſent: *And* upon receipt or recovery of all or any ſuch rent, or arrears of rent, ſufficient acquittances, &c. *Giving*, &c. And uſe other means, and tranſact other affairs relating to the premiſſes. Acquittals.

The like, of one Perſon.

—— To demand, &c. of and from *C.* of, &c. his executors, &c. and his and their undertenants, and all other perſon and perſons whom it doth or ſhall concern, all ſuch ſums, &c. by and from the ſaid *C.* for rent, and arrears of rent, for a meſſuage or tenement, ſituate, &c. and other meſſuages and premiſſes which he holds by leaſe, from me the ſaid *A.* and to call the ſaid *C.* to an account, and to ſettle and adjuſt all accounts with him concerning the premiſſes; and if need be, to enter, &c.

To receive Quit Rents of a Manor

—— For quit-rents and arrears thereof, for all or any meſſuages, lands, tenements or hereditaments, within or belonging to the manor of *H.* in the county of ——— And in caſe of default of payment of ſuch quit-rent, or arrears thereof, or any part thereof, to enter, &c.

From

From a Perſon impowered by a Letter of Attorney to another, to receive Rents and make Leaſes, and to ſell a Pew, for his and the other's (by whom he is impowered) joint Account.

KNOW, &c. that *J. A. &c.* the lawful attorney of *B. &c.* have made and ordained, and by theſe preſents (by virtue of the power and authority to me in that behalf given by the ſaid *B.* by a certain writing or letter of attorney under her hand and ſeal, dated, *&c.* now laſt paſt) do make, ordain, *&c. C.* of, *&c.* and do hereby authorize and impower him to act as, and to be the attorney of the ſaid *B.* in her name to demand, *&c.* of, *&c.* and from all and every the tenants of, *&c.* belonging to the ſaid *B.* in, *&c.* and all others whom it ſhall or may concern, all ſuch ſum, *&c.* and in default, *&c.* to enter, *&c.* and to diſtrain, *&c. And* for default of payment thereof, to enter in the name of the whole, and poſſeſſion to take; *And* in the name of the ſaid *B.* to make, ſeal and execute any leaſe or leaſes of the ſaid meſſuages or any of them, for any term or number of years; and in the name of the ſaid *B.* to bring any ejectment or ejectments thereupon, as in ſuch caſes is uſual: *And* I the ſaid *A.* as well on the behalf of the ſaid *B.* and by virtue of the power aforeſaid, as in my own right, do further hereby authorize and impower the ſaid *C.* to demand, recover and receive, as well of and from *D. &c.* as all others whom it doth or ſhall concern, all ſuch ſum and ſums of money due, payable or belonging, or which ſhall be and grow due and payable to the ſaid *B.* and me the ſaid *A.* for rent and arrears of rent, for a ſeat or pew, No.——in St. *G.*'s church, belonging to the ſaid *B.* and me the ſaid *A.* equally; and to ſell and diſpoſe, as well of the moiety, or one half part belonging to the ſaid *B.* as the other moiety or half part thereof, belonging to me the ſaid *A.* of and in the ſaid pew, and of all our, and either of our terms, rent and intereſt therein and thereunto, to ſuch perſon or perſons, and for ſuch ſum or ſums of money as he ſhall think fit, and to ſeal and execute ſuch deed or writing as ſhall be requiſite in that behalf; and upon receipt of all or any rents, or arrears of rents, and other ſum and ſums of money, by virtue of theſe preſents, do make and give ſufficient diſcharge and diſcharges for the ſame from time to time: And I the ſaid *A.* do hereby give and grant unto the ſaid *C.* all my full power and authority, as attorney of the ſaid *B.* and otherwiſe in and touching the ſaid premiſſes, to uſe, have and take all lawful ways and means, in and for recovery and receiving of the ſaid rents and arrears of rent, and other ſum and ſums of money, or any part thereof; and to do and perform all other matters and things in and to the premiſſes requiſite and neceſſary, as fully as I myſelf might or could do, by virtue of the power to me given by the ſaid *B.* or otherwiſe. And I do hereby ratify, *&c.*

To

To receive Rents, and to recover and receive ſeveral Debts from ſeveral Perſons, with an Aſſignment of the Debts and Declaration of Truſt thereof, with a ſpecial Covenant.

KNOW, &c. that I *B. H.* of *London*, merchant, have made, ordained, conſtituted and appointed, and by theſe preſents do, *W. E.* of the town and port of *Dover*, my true and lawful attorney irrevocable, and do hereby likewiſe give unto my ſaid attorney full power, and lawful and abſolute authority, to aſk, ſue for, levy, require, recover and receive, all and all manner of rent and arrears of rent, that now due and owing to me by *T. S.* eſq; mayor of *Dover*, and the now *J.* and the ſame to detain and keep to his own proper uſe and behoof; and likewiſe to recover, receive and take of *J. P.* of *Calais*, his mother, a debt of 200 crowns of *French* money; and likewiſe to receive, take, ſue for and recover 74*l.* 10*s.* of and from *J. D.* of, and likewiſe to receive, take, ſue for, and recover of and from *R.* of, *&c.* (other debts, *&c.*) *And* upon receipt of all and every the ſaid ſums of money, to give, ſeal and deliver ſuch acquittances and other legal diſcharges as the law will allow, and as I myſelf could do were I perſonally preſent; and whatſoever my ſaid attorney ſhall do, or cauſe to be done, about or concerning the premiſſes, I the ſaid *B. H.* do and ſhall ratify, confirm and allow as fully and amply, to all intents and purpoſes, as if I myſelf were perſonally preſent and did the ſame: *And* I do hereby grant and aſſign all and every the ſaid debts, and the monies to be recovered by reaſon of the ſame, to the ſaid *W. E.* his executors and aſſigns, *And* I do hereby declare, that the ſaid ſeveral ſums with me ſo contracted, and to me now legally due as aforeſaid, were ſo contracted, and were ſo due to me in truſt for the ſaid *W. E.* his executors, adminiſtrators and aſſigns; *And* I do hereby, for myſelf and my heirs, covenant and grant, to and with the ſaid *W. E.* his executors and aſſigns, that I the ſaid *B. H.* have not, nor that I, my executors or adminiſtrators, ſhall not, nor will releaſe, diſcharge, make void, or obſtruct the recovery of the ſaid debts, or any part of them, or any of them. *In Witneſs*, &c.

Rent and arrears at *Dover*.

Debts in *France*, *&c.*

Attorney's aſſignment thereof, his declaration.

his covenant.

Peruſed and ſettled by Mr. ſerjeant *S.*

From three Executrixes to receive Debts, Rents, and to let, &c. *their late Teſtator's Eſtate.*

KNOW, &c. that *S. B.* of ——— widow, *C. H.* of ——— widow, and *E. R.* wife of *J. R.* of ——— the three executrixes of the laſt will and teſtament of *G. S.* of ——— gent. deceaſed, *Hath*, and each of us *Hath* nominated and appointed, and by theſe

theſe preſents *Do*, and each of us *Doth* nominate and appoint *F. T.* of, *&c.* our true and lawful attorney, for us and in our name, and for our uſe, to aſk, ſue for, recover and receive all and every ſum and ſums of money, debts, dues and demands, of what nature and kind ſoever, now due or owing unto the eſtate of the ſaid *G. S.* deceaſed, from any perſon or perſons whatſoever or whereſoever; *And alſo* all the rents and arrears of rents now due, or which at any time or times hereafter ſhall grow due, for all or any of the manors, meſſuages, lands, tenements and hereditaments, late of the ſaid *G. S.* deceaſed, in the ſaid county of ——— or elſewhere, in the kingdom of England, of and from the reſpective tenants or occupiers thereof, *And* to let, ſet or leaſe out, or to contract for letting out, all or any of the ſaid manors, meſſuages, lands, tenements and hereditaments, in ſuch manner and to ſuch perſon or perſons, and at ſuch rent or rents, as he the ſaid *F. T.* ſhall think proper; *And* for non-payment of ſuch ſum or ſums of money, debts, dues and demands, ſo due and owing, or of the ſaid rents, or arrears of rents, of all or any of the ſaid manors, meſſuages, lands, tenements and hereditaments, of and from all or any the tenants or occupiers thereof, to ſue, proſecute, levy and diſtrain, for, in reſpect of the ſame, according to the proper rules of law in that behalf, for recovering of debts and rents; and upon payment of any ſum or ſums of money, be it for debt or rent, to ſign, ſeal or execute a diſcharge or diſcharges for the ſame as ſhall be proper, and alſo to ſeal and execute any leaſe or leaſes, contracts or agreements which he ſhall ſo make as aforeſaid of and concerning the ſaid manors, meſſuages, lands, tenements and hereditaments, to ſuch perſon or perſons for ſuch term or terms of years, and at ſuch yearly reſerved rent or rents as he ſhall judge proper; and generally to do, or cauſe to be done, all ſuch act or acts, thing or things whatſoever, in or about the premiſſes, as ſhall be neceſſary and requiſite to be done, as fully and effectually to all intents and purpoſes whatſoever, as we the ſaid *C. H.* and *E. R.* might or could do in our proper perſons, if theſe preſents had not been made or executed; and we do hereby ratify, allow and confirm all and whatſoever our ſaid attorney ſhall lawfully do, or cauſe to be done, by virtue of theſe preſents. *In Teſtimoneſs*, &c.

Rents.

To make leaſes.

Non-payment.

To reckon with a Tenant, &c. for Money received by him purſuant to a Power, and to receive Rent, and pay, compound and agree for Heriot to the Lord of the Manor, and to demand Admittance.

——— That *A. &c.* and *B.* his wife, relict of *C.* her late huſband deceaſed, do hereby make, *&c. D. &c.* and *E. &c.* jointly and ſeverally, to call to account and reckon with *F. &c.* for and to demand and receive of him all ſum and ſums of money (by him received by

by or by virtue of a power to him granted from *G.* late father of *B.* deceaſed) which are now due or payable to the ſaid *A.* and *B.* his wife; and alſo demand, *&c.* all ſuch rent, *&c.* by and from *J. C.* *&c.* for and in reſpect of, *&c.* now in his poſſeſſion, and upon non-payment thereof to enter, *&c.* *And alſo*, for them and in their names and on their behalfs, to pay or compound and agree for the heriot, or ſuch part thereof as to them belongs, which is payable in reſpect of their part of the ſaid premiſſes, in the occupation of the ſaid *J. C.* to the lord of the manor, of whom the ſame are held; and for and in the names and on the behalf of the ſaid *B.* to demand admittance, and to be admitted to the ſaid meſſuages, *&c.* according to the will of the ſaid *G.* and to do and perform all ſuch other matters and things as ſhall be requiſite and neceſſary in and concerning the premiſſes: Giving, *&c.*

To execute a Leaſe of a Houſe.

TO *all*, &c. I *S. H.* of, *&c.* *elq;* ſend greetin. *Whereas* I the ſaid *S. H.* have agreed to let to the right honourable lord *L.* all my new-erected meſſuage, *&c.* ſituate, *&c.* for ——— years, from ——— at and under the yearly rent of ——— payable quarterly without any deduction for any taxes parliamentary, parochial, or otherwiſe whatſoever: *And whereas* I am going into foreign parts beyond the ſea, and therefore have agreed with the lord *L.* to make *J. M.* of goldſmith, my lawful attorney, to execute ſuch leaſe of the premiſes: *Now know ye*, that I the ſaid *S. H. Have* made, ordained, conſtituted and appointed, and in my place and ſtead put, and by theſe preſents *Do* make, ordain, conſtitute and appoint, and in my place and ſtead put the ſaid *J. M.* my true and lawful attorney, for me and in my name, and as my act and deed, to ſign, ſeal and deliver an indenture of leaſe of the ſaid meſſuages, *&c.* to the ſaid Lord *L.* for ——— years from ——— laſt paſt, under the yearly rent of ——— *l. &c.* payable quarterly at the ſhop of the ſaid *J. M.* in ——— without any deduction for any taxes parliamentary, parochial, or others, and with ſuch reaſonable covenants as are uſual in leaſes between landlord and tenant, and to do, or cauſe to be done, all ſuch further acts, matters or things, as are neceſſary for making the ſaid leaſe, and whatſoever my ſaid attorney ſhall do, or cauſe to be done, in and about the premiſſes, I do hereby ratify and confirm the ſame, as fully as if I were preſent, and did the ſame in my own proper perſon. *In Witneſs*, &c.

From

From a reſiduary Legatee, to make Leaſes of an Eſtate in Scotland *for 21 Years or three Lives, at the beſt improved Rent.*

TO *all*, &c. *F. B.* of, &c. eſq; reſiduary legatee of *B. B.* late of, &c. eſq; deceaſed, ſendeth greeting. *Whereas* the ſaid *F. B.* is ſeiſed of and in ſeveral meſſuages, &c. in and about *C.* in the county of *S.* which he is willing and deſirous ſhould, from time to time, be let and ſet for his beſt advantage: *Now know ye*, that the ſaid *F. B.* repoſing great truſt and confidence in *F. H.* of, &c. gent. *Hath* conſtituted, &c. and by, &c. *Doth* hereby conſtitute, &c. the ſaid *F. H.* his true and lawful attorney and agent, and doth hereby impower, give warrant and authority unto the ſaid *F. H.* for him and in his name, by any writing or writings under his hand and ſeal, teſtified by two or more credible witneſſes, to make any leaſe or leaſes, demiſes or grants of the ſaid meſſuages, &c. or any part or parcel thereof, unto any perſon or perſons whatſoever for the term of 21 years or under, or for one, two or three lives, or for 99 years if three lives, or any of them ſhall ſo long live, in poſſeſſion, and not in reverſion, ſo as upon all and every ſuch leaſe and leaſes there be reſerved payable, during the continuance thereof, the yearly rents that are now reſerved and payable, or the beſt improved rent that can be had or reſerved for the ſame, with ſuch covenants, grants, agreements and conditions, to be contained in the ſeveral writings as are uſual in leaſes in the kingdom of *Scotland*; *And* the ſaid *F. B.* for himſelf, his heirs and aſſigns, doth hereby ratify, confirm and allow, all and every act and acts, thing and things, which the ſaid *F. H.* ſhall do by virtue of theſe preſents. *In Witneſs*, &c.

For one to execute Writings for Others.

——— *Now this Indenture witneſſeth*, that they the ſaid *F. D.* and *T. M. Have*, and each of them *Hath* directed, authoriſed and appointed, and by theſe preſents *Do*, and each of them *Doth* direct, &c. the ſaid Sir *T. H.* and *F. M.* and either of them, to ſign, ſeal and execute the before recited indenture *quinquepartite*, and to deliver the ſame as his and their reſpective act and acts, deed or deeds, to the uſe and uſes of the perſon and perſons therein named, to take and have the benefit thereof and thereby. *In Witneſs* whereof they the ſaid *F. D.* and *T. M.* have hereunto ſet their hands and ſeals, the, &c.

From

From a Papiſt to regiſter his Eſtate purſuant to Act of Parliament.

KNOW *all Men*, &c. that I *A. R.* widow and relict of *J. R.* of *D.* deceaſed, *Have* made, *&c.* and by, *&c. Do* make, *&c. A. B.* of, *&c.* and *C. D.* of, *&c.* or either of them jointly and ſeverally, my true and lawful attorney and attornies, for me and in my name, place and ſtead, to regiſter, or cauſe to be regiſtered, my name and all my real eſtate in the county of *N.* and to ſubſcribe my name in open ſeſſions to ſuch regiſtry-books or rolls as the clerk of the peace for the ſaid county of *N.* or his deputy ſhall prepare for that purpoſe, and to perform and fully execute for me and in my name, place and ſtead, all ſuch act and acts, thing and things whatſoever, requiſite or neceſſary for regiſtering my name and real eſtate, as I am any wiſe obliged or required to do, in and by the late act of parliament, made in the firſt year of *our preſent* majeſty's reign, intituled, An act to oblige papiſts to regiſter their names and real eſtates, as fully to all intents, conſtructions and purpoſes whatſoever, as I could do the ſame and were actually preſent and did the ſame in my own proper perſon; *And* whatſoever my ſaid attorney or attornies ſhall do, or cauſe to be done in and about the premiſſes, I do hereby ratify and confirm the ſame. *In Witneſs*, &c.

To let a Ship and ſeal a Charter-Party.

——— That *J. A. &c.* part owner of the good ſhip or veſſel called the *L.* burthen, *&c.* now, *&c.* whereof *M.* is maſter, have made, *&c.* and by, *&c.* do make, ordain, conſtitute, authoriſe and impower *B.* of, *&c.* to be my true and lawful attorney for me and in my name, and on my behalf, to let the ſaid ſhip to freight to ſuch merchants as ſhall hire the ſame for a voyage to *A.* in *Ruſſia* this preſent ſeaſon, and back to *L.* to take in, *&c.* (ſuch goods, and at ſuch rates, and as in a charter-party); and for me and on my behalf, or for and on the behalf of the ſaid maſter of the ſaid ſhip to ſeal and execute ſuch charter-party of affreightment, and other writings for letting the ſaid ſhip to freight for the ſaid voyage, as ſhall be requiſite in that behalf; and I the ſaid *A.* do hereby ratify and confirm, as well ſuch the execution of the ſaid charter-party, and other writing as aforeſaid, as all other matters and things whatſoever, which the ſaid *B.* ſhall legally do in and touching the premiſſes. *In Witneſs*, &c.

Concerning Partitions of Lands, &c.

Letter of Attorney to enable a Perſon to make a Partition of a Plantation in Jamaica, *with other Powers*, &c.

TO *all*, &c. *J. H.* of, *&c. Whereas* the ſaid *J. H.* together with *C. H.* of, *&c.* are legally ſeiſed of and well entitled to the ſeveral lands, tenements, plantations, ſlaves, and other hereditaments commonly called or known by the name of *H*'s *Upper* and *Lower Pen*, and ſeveral other lands, tenements and hereditaments, ſituate, lying and being in the iſland of *Jamaica*, and which were formerly the eſtate of *R. H.* eſq; late attorney general of the ſaid iſland, as tenants in common in undivided moieties; *And whereas* the ſaid *J. H.* is deſirous to have his ſaid moiety of the ſaid eſtate parted, and allotted to him in ſeveralty; and for the purpoſe *R. H.* ſon of the ſaid *J. H.* hath agreed forthwith to repair to the ſaid iſland, and to ſolicit and procure the partition of the ſaid eſtate, and to manage the affairs and intereſt of his ſaid father in the ſaid iſland. *Now theſe Preſents witneſs*, that he the ſaid *J. H.* for and in conſideration of the truſt and confidence which he placeth in the ſaid *R. H.* his ſon, *Hath* ordained, conſtituted and appointed, and by theſe preſents *Doth*, &c. the ſaid *R. H.* his lawful attorney, in the name and at the proper expence of the ſaid *J. H.* and on this behalf to uſe all ways and means, either by ſuing out one or more writ or writs of partition at common law, or by *Engliſh* bill in a court of equity, or by application to any other court of judicature in the ſaid iſland of *Jamaica*; or by deed or deeds to be duly executed, without ſuit in law, to procure a final partition and diviſion of the ſaid lands, tenements and hereditaments ſo held in common with the ſaid *C. H.* and an allotment of one equal moiety thereof to the ſaid *J. H.* and his heirs in ſeveralty. *And* for that purpoſe the ſaid *J. H. Doth* hereby impower the ſaid *R. H.* his ſon, to commence and proſecute, for him and on his behalf, all manner of actions or ſuits at law or in equity, in any court or courts of judicature whatſoever in the ſaid iſland of *Jamaica*; and alſo to appear and defend for him in any ſuch courts, any ſuit or ſuits whatſoever, which may be hereafter ſued or proſecuted againſt him the ſaid *J. H.* or his tenants or undertenants in the ſaid iſland; *And* further to execute and deliver, for him and on his behalf, all ſuch deed or deeds as may be neceſſary for the procuring the partition of the ſaid eſtate, and alſo for the letting and ſetting the ſaid moiety to proper tenants or undertenants for ſuch terms of years as he ſhall think fit; *And* the ſaid *J. H. Doth* hereby further impower the ſaid *R. H* to demand and receive of and from the preſent and former occupiers of the ſaid eſtate, all ſuch rents, quit rents and other ſums of money whatſoever, which are now due

due and in arrear to the ſaid *J. H.* and which ſhall hereafter accrue and grow due to him on account of his intereſt in the moiety of the ſaid plantations, lands, tenements and hereditaments, and on receipt of any ſums of money on ſuch account, to give acquittances, receipts, and other proper diſcharges to the perſons making ſuch payment, in the name of and on behalf of the ſaid *J. H.* and in caſe they ſhall neglect or refuſe to make ſuch payment, to commence and proſecute with effect, any ſuit or ſuits whatſoever, in the name and at the expence of the ſaid *J. H.* in order to enforce ſuch payment, or to make any compoſition for the ſame; *And* the ſaid *J. H.* doth hereby inveſt the ſaid *R. H.* his ſon, with full power and authority for the collecting, receiving and recovering all ſums of money which are due to the ſaid *J. H.* in the ſaid iſland, as one of the reſiduary deviſees or legatees, named in the laſt will and teſtament of *R. H* eſq; late attorney general of the ſaid iſland of *Jamaica*; *And* the ſaid *J. H.* for the conſiderations aforeſaid, *Doth* hereby for himſelf, his heirs, executors and adminiſtrators, covenant and agree to and with the ſaid *R. H.* his executors and adminiſtrators, that it ſhall be lawful to and for the ſaid *R. H.* to retain in his own hands, for his own uſe and benefit, all the rents and profits which ſhall grow due to the ſaid *J. H.* his heirs and aſſigns, from the ſaid eſtate, for and during the ſpace of two years next after the arrival of the ſaid *R. H* at *Jamaica*, without rendering any account thereof to the ſaid *J. H.* his heirs or aſſigns; the ſaid *R. H.* defraying at his own expence all taxes, quit-rents and other charges and incumbrances whatſoever, to which the ſaid moiety ſhall be liable during the ſaid two years, and all charges which ſhall attend the receiving and recovering the rents and profits of the ſaid eſtate ariſing, during the ſaid term; *And* the ſaid *J. H.* for the conſideration aforeſaid, and in conſideration of the natural love and affection which he beareth to his ſaid ſon *R. H.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant and agree to and with the ſaid *R. H.* his ſon, his executors and adminiſtrators, that he the ſaid *J. H.* his heirs and aſſigns, from and after the expiration of the ſaid term of two years, next enſuing the arrival of the ſaid *R. H* at *Jamaica*, ſhall and will ſtand and be ſeiſed of one moiety of all the lands, tenements, ſlaves, plantations, and other his eſtate of which he is now ſeiſed or entitled to in the ſaid iſland of *Jamaica*, with their appurtenances, and all the rents, reverſions, ſervices and profits whatſoever ariſing thereby, *To the Uſe* of the ſaid *R. H.* for and during the term of his natural life; *And* that at the end of the ſaid two years, the ſaid *J. H.* during his natural life, ſhall bear his equal ſhare and proportion of all profitable and laſting improvements which ſhall be made by the ſaid *R. H.* upon the ſaid eſtate; *And* the ſaid *J. H.* doth hereby promiſe to ratify and confirm all ſuch acts and deeds which the ſaid *R. H.* ſhall legally do and execute, or cauſe to be done and executed, in purſuance of the authority hereby given him; *And* doth hereby revoke and declare void all former powers and authorities by him formerly granted to other attornies, and particularly to *G. B.* of *Spaniſh Town* in the ſaid iſland, merchant, and *T. G.* of the ſame place, planter, for the management of his eſtate and effects in the ſaid iſland; *And* doth hereby and at the expence of the ſaid *J. H.* to bring the ſaid *G. B.* and *T. G.* and all other his former attornies, to an account for ſuch

monies as they have received for his uſe, or for the miſmanagement of his eſtate and effects in the ſaid iſland, and to ballance and adjuſt ſuch accounts; and upon receiving the monies due upon ſuch ballances, or the ſettling and adjuſting any diſputes andmatters in controverſy between the ſaid *J. H.* and his former attornies, in the name and on the behalf of the ſaid *J. H.* to execute ſuch releaſes, acquittances, or ſuch other diſcharges as ſhall be in ſuch caſe requiſite. *In Witneſs*, &c.

Concerning Marriages.

From an Executrix of an Executrix to a Truſtee, to transfer Stock to raiſe her Portion, and to pay the ſame to the intended Huſband on executing the Settlements prepared.

TO *all*, &c. *B. B.* executrix of the laſt will and teſtament of *M. B.* her mother, who was executrix of *R. B.* eſq; father of the ſaid *B.* and huſband of the ſaid *M.* ſendeth greeting. *Whereas* a marriage is, by God's permiſſion, ſhortly to be had and ſolemnized between *W. B.* of, *&c.* eſq; and the ſaid *B. B.* in conſideration thereof, and the ſum of 10,000 *l.* the ſaid *B.*'s preſent portion, the ſaid *W. B.* hath agreed to make ſuitable ſettlements: *And whereas* the ſaid ſum of 10,000 *l.* and other ſums, part of the perſonal eſtate of her father and mother, are veſted in *South-Sea* annuities and other ſtocks: *Now know ye*, that as well for raiſing the ſaid ſum of 10,000 *l.* as ſuch money as the ſaid *B.* ſhall have occaſion for, to buy her wedding-cloaths and other neceſſaries, *She* the ſaid *B. B. Hath* authorized and directed, and by, *&c. Doth*, &c. *J. E.* of, *&c.* eſq; to ſell, diſpoſe of and transfer ſo much of the ſtocks as will amount to the ſum of 10,000 *l.* and on execution of the ſaid marriage-ſettlement (already prepared and engroſſed) by the ſaid *W. B.* to pay to him the ſaid *W. B.* the ſaid ſum of 10,000 *l.* and alſo by ſuch ſale and transfer as aforeſaid, to raiſe the ſum of, *&c.* and pay the ſame to the ſaid *B.* for the purpoſes aforeſaid; *Hereby* ratifying, *&c. In Witneſs*, &c.

Concerning Mortgages.

To receive Money due on a Mortgage, and for that Purpoſe to proſecute Suits in Law and Equity, with Power to compound and execute Conveyances on Payment.

TO *all* to whom theſe preſents ſhall come, I *S. H.* of, *&c* eſq; ſend greeting. *Whereas* by indenture of leaſe and releaſe, bearing date reſpectively the 25th and 26th days of, *&c.* and made between *R. M.* of, *&c.* of the one part, in conſideration of, *&c.* the ſaid *R. M. Did* grant unto me the ſaid *S. H.* and my heirs, all that, *&c. ſubject* to the redemption of the ſaid *R. M.* on payment of, *&c.* as in and by the ſaid indenture of releaſe, relation, *&c. And whereas* the ſaid principal and intereſt is ſtill behind and unpaid, I the ſaid *S. H.* being reſolved to uſe my utmoſt endeavours to recover the ſaid money by bill of foreclosure, ejectment or otherwiſe, but being gone into parts beyond the ſeas, have agreed to authorize *J. M.* of *L. &c.* to recover the ſame, and to proſecute ſuch ſuits, both at law and in equity, as counſel ſhall adviſe, for the recovery thereof, or otherwiſe to compound the ſaid debt: *Now know ye*, that I the ſaid *S. H. Have* made, ordained, conſtituted and appointed, and in my place and ſtead put, and by theſe preſents *Do* make, ordain, conſtitute and appoint, and in my place and ſtead put the ſaid *J. M.* my true and lawful attorney, for me and in my name and to my uſe, to ſue for and proſecute at law or in equity, the ſaid *R. M.* his heirs, executors and adminiſtrators, for the ſaid ſum of, *&c.* and intereſt, and to bring any ejectment or ejectments, bill or bills of foreclosure, or any other action or ſuits as ſhall be thought moſt proper to compel the payment of the ſaid money, and to receive the ſame, and releaſes, diſcharges, and other ſufficient acquittances to give for what he ſhall receive, and full power to make any compoſition or agreement touching the payment of the ſaid debt, and under him one or more attornies or ſolicitors to make and ſubſtitute, and to diſplace them or any of them, and others in their room to ſubſtitute, and to do, or cauſe to be done, all ſuch matters and things as ſhall be needful and requiſite for the recovery of the ſaid mortgage-debt; *And further* for me and in my name, and as my act and deed, to ſeal and deliver any conveyances, indentures or deeds poll, or other deeds whatſoever, relating to the ſaid debt and mortgaged premiſſes, either for the releaſing my right to the ſame on payment of the money thereon due, or for acquitting and diſcharging any ſum or ſums of money he ſhall receive, or conveying the ſaid mortgaged premiſſes to any other perſon or perſons, and their heirs, or for compounding the ſame debt, or

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or otherwiſe, as to him ſhall ſeem meet; ratifying and allowing, confirming and holding good and firm in law whatſoever my ſaid attorney ſhall do, or cauſe to be done in and about the premiſſes, as fully, to all intents and purpoſes whatſoever, as I might or could do the ſame, if I were perſonally preſent. *In Witneſs* whereof I the ſaid *S. H.* have hereunto ſet, *&c.*

From a Mortgagor to the Agent of the Mortgagee, to receive the Rents of the mortgaged Premiſſes, thereout to pay to the Mortgagee the Intereſt as it becomes due, and the Surplus to the Mortgagor; and a Covenant not to revoke the ſame till the Mortgage ſhall be paid.

TO *all*, &c. I *H. T.* of, *&c.* ſend greeting. *Whereas* by indentures of leaſe and releaſe, the leaſe bearing date, *&c.* made between me the ſaid *H. T.* of the one part, and *G. C.* of, *&c.* of the other part, and the releaſe bearing equal date herewith, and made between the ſaid *H. T.* and *M.* my wife, of the one part, and the ſaid *G. C.* of the other part, *The* ſaid *H. T.* together with the ſaid *M.* my ſaid wife, in conſideration of 1600 *l.* to me paid by the ſaid *G. C. Did* grant and convey to the ſaid *G. C.* and his heirs, all that, *&c. To have and to hold* the ſaid manors and premiſſes unto the ſaid *G. C.* his heirs and aſſigns for ever; *In which* ſaid indenture of leaſe is contained a proviſo, that if I the ſaid *H. T. &c. (proviſo of redemption): Now know ye*, that for the better and more punctual payment of all ſuch intereſt as ſhall grow due for the ſaid principal ſum of 1600 *l.* I the ſaid *H. T.* at the deſire of the ſaid *G. C. Have* made, *&c.* and by, *&c. Do* make, *&c. T. L.* of, *&c.* my true and lawful attorney, for me and in my name to aſk, demand and receive of and from all and ſingular the tenants in the ſaid indentures of leaſe and releaſe particularly mentioned, all and every the rents and profits of their farms, as they ſhall grow due and payable, and thereout in the firſt place to pay to the ſaid *G. C.* his heirs, executors, adminiſtrators or aſſigns, the intereſt of the ſaid ſum of 1600 *l.* and after payment thereof, to pay the overplus of the ſaid rents and profits to me the ſaid *H. T.* or to ſuch perſon or perſons as I ſhall appoint; *Giving*, and by theſe preſents granting unto the ſaid *T. L.* as full power to act as aforeſaid, in and about the ſaid premiſſes, as if I the ſaid *H. T.* were perſonally preſent; *And* upon receipt of the ſaid rents and profits, acquittances and other legal diſcharge to give for the ſame; *Ratifying* and hereby confirming whatſoever the ſaid *T. L.* ſhall do, or cauſe to be done in and about the premiſſes, as fully, to all intents and purpoſes, as if the ſame were done by myſelf, and I were perſonally preſent; *And* I the ſaid *H. T.* for myſelf, my heirs, executors, adminiſtrators and aſſigns, do hereby covenant, grant and agree to and with the ſaid *G. C.* his heirs, executors, adminiſtrators and aſſigns, that I the ſaid *H. T.* my heirs, executors, adminiſtrators or aſſigns, ſhall not, nor will revoke or recall theſe preſents, or the liberty

or

or authority hereby granted, or any matter or thing which he the ſaid *T. L.* ſhall legally do or cauſe to be done in and about the premiſſes, until the ſaid *G. C.* be fully paid and ſatisfied the ſaid principal ſum of 1600 *l.* and all intereſt to grow due for the ſame. *In Witneſs*, &c.

Concerning Inteſtates' Eſtates.

To receive the Diſtributive Share of an Inteſtate's Eſtate.

TO *all*, &c. I *T. C.* of, *&c.* ſend greeting. *Whereas F. C.* my ſiſter, lately died inteſtate, by means whereof, and by virtue of the ſtatute made for the better diſtributing inteſtates' eſtates, I am become legally intitled to a diſtributive ſhare of my ſaid ſiſter's perſonal eſtate: *Now know ye*, that I the ſaid *T. C.* having and repoſing great truſt and confidence in *G. C.* of, *&c. Have* made, *&c.* and by theſe preſents *Do* make, *&c.* the ſaid *G. C.* my true and lawful attorney, for me and in my name to ſue for, aſk, demand, receive and recover of and from ——— adminiſtrator of the ſaid *F. C* all my diſtributable ſhare of the perſonal eſtate of my ſaid ſiſter, which I am by law entitled unto, and all ſum and ſums of money, goods, chattels and perſonal eſtate whatſoever, which by my ſaid ſiſter's dying inteſtate, or on any other account belong, or of right ought to belong to me, and receipts and other legal diſcharges for me and in my name to give to the adminiſtrator of my ſaid ſiſter, for what my ſaid attorney ſhall receive, and to make any agreement or compoſition for my ſaid diſtributable ſhare of my ſaid ſiſter's perſonal eſtate, or for any other matter or thing due to me on that or any other account, and whatſoever my ſaid attorney ſhall do, or cauſe to be done in or about the premiſſes, I do hereby ratify and confirm the ſame, as fully, to all intents and purpoſes, as if I had been actually preſent and done the ſame in my own proper perſon. *In Witneſs*, &c.

Another.

TO *all*, &c. I *M. G.* of, *&c.* ſend greeting. *Whereas* I the ſaid *M. G.* by the deceaſe of *J. G.* my father, who died inteſtate, am entitled to a diſtributive ſhare of a certain leaſehold eſtate in *W.* in the county of *L.* and other my ſaid father's perſonal eſtate: *Now know ye*, that I the ſaid *M. G.* having, *&c.* in *E. T.* of, *&c. Have* made,

made, &c. and by, &c. *Do* fully, freely and abſolutely make, &c. the ſaid *E. T.* my true and lawful attorney irrevocable, for me and in my name, and to my uſe to aſk, demand and receive of and from *M. G.* widow, relict and adminiſtratrix of the ſaid *J. G.* all ſuch ſum and ſums of money, and all ſuch goods, chattels and perſonal eſtate as is, are, or ſhall be due to me by virtue of the ſtatute made for diſtribution of inteſtates' eſtates or otherwiſe howſoever, and for non payment thereof, or any part thereof, to commence and proſecute any action or ſuit, either at law, in equity, or the eccleſiaſtical court, againſt the adminiſtratrix of my ſaid father, or any other perſon liable to anſwer or pay the ſame; *And* to make any agreement or compoſition for my ſaid diſtributable ſhare, as to my ſaid attorney ſhall ſeem meet; *And* on payment or recovery of what is due to me, to ſeal and deliver as my act and deed, any receipt, diſcharge, releaſe, or any other deed as ſhall be thought proper to diſcharge my ſaid father's adminiſtratrix, and his ſaid perſonal eſtate of and from ſuch right and title as I have, or can or may have or claim, in and to ſuch diſtributable ſhare of the ſaid perſonal eſtate; *And further* I do hereby impower my ſaid attorney, for me and in my name to do and tranſact all my other affairs, matters and things whatſoever, and to ſeal and deliver all manner of deeds and writings relating to my ſaid affairs; *And* whatſoever my ſaid attorney ſhall do, or cauſe to be done, in or about the premiſſes, or any of them, I do hereby approve of, ratify and confirm the ſame, as fully, &c. *In Witneſs*, &c.

Concerning Copartnerſhip.

A Letter of Attorney from an Adminiſtratrix of a Copartner to the ſurviving Copartner of all the Debts due in Partnerſhip, &c.

TO *all*, &c. I *A. B.* of, &c. late wife and adminiſtratrix of all and ſingular the goods, chattels and debts, which lately did belong and appertain unto my late huſband *J. B.* late of, &c. deceaſed, ſend greeting *Whereas T. B.* citizen and ——— of *London*, and the ſaid *J. B.* in his life-time, were copartners in the art, trade and myſtery of a ——— during which term of their copartnerſhip, divers and ſeveral debts were made due to them as copartners, which as yet remain unſatisfied, part whereof belongs to me the ſaid *A. B.* by virtue of the adminiſtration aforeſaid, and divers other debts were made ſince by the ſaid *T. B.* and me the ſaid *A. B.* which remain in account betwixt the ſaid *T. B.* and me the ſaid *A. B.* and which do alſo remain unſatisfied, one part or ſhare whereof belongs to me the ſaid *A. B.*

Now

Now therefore know ye, that I the ſaid *A. B.* for divers good cauſes and valuable conſiderations me thereunto eſpecially moving, *Have* made, ordained, authorized and conſtituted, and by, *&c.* the ſaid *T. B.* my true and lawful attorney and aſſignee in this behalf, *viz.* in the name or names of the ſaid *J. B.* deceaſed, or me the ſaid *A. B.* and the ſaid *J. B* or in the names of us, or any of us, as cauſe ſhall require, but to the only proper uſe and benefit of my ſaid attorney, his executors and aſſigns, *To* aſk, demand, levy, recover and receive all and ſingular ſuch debts, dues, ſum and ſums of money, as are or ſhall be due, or any ways belonging unto me the ſaid *A. B.* by any perſon or perſons whatſoever, for or in reſpect of the ſaid copartnerſhip between the ſaid *T. B.* and *J. B.* deceaſed, or for or in reſpect of any other dealings between me the ſaid *A. B.* and the ſaid *T. B. Giving*, *&c. And* I the ſaid *A. B*, for myſelf, my executors and adminiſtrators, do covenant, promiſe and grant to and with the ſaid *T. B.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner as follows, *viz.* That I the ſaid *A. B.* my executors, adminiſtrators or aſſigns, ſhall at no time hereafter revoke or diſallow this preſent writing or letter of attorney, or the authority herein given in part or in all, or any action, ſuit, plaint, plea or proceſs, which ſhall at any time or times hereafter be brought, ſued or proſecuted againſt any perſon or perſons, for the recovering and receiving of any of the ſaid debts, monies and premiſſes, or of any part thereof as aforeſaid, by virtue of the power hereby given; *And laſtly*, that I the ſaid *A. B* my executors or adminiſtrators, ſhall not at any time or times hereafter compound, receive, releaſe or diſcharge any of the aforeſaid debts, dues, ſum and ſums of money, or all and ſingular ſuch ſhare, part and portion of the ſame debts, monies and premiſſes, or any part thereof, without the conſent or agreement of the ſaid *T. B.* his executors, adminiſtrators or aſſigns, firſt had and obtained in writing, under his or their hands and ſeals for that purpoſe. *In Witneſs*, &c.

Concerning Bankrupts.

From a Creditor of a Bankrupt to receive his Dividend, and releaſe the Debt.

KNOW *all Men by theſe Preſents*, That I *A. B.* of, *&c.* gent. *Have* made, *&c* and by, *&c. Do*, &c. *C. D.* of, *&c.* gent. my true and lawful attorney, for me and in my name to appear before the commiſſioners appointed to execute a commiſſion of bankruptcy awarded againſt *A. B. &c.* in the pariſh of ——— *&c.* and then and there to aſk, demand, ſue for, recover and receive, of and from the ſaid

ſaid bankrupt, or aſſignee or aſſignees of the ſaid commiſſion, my ſhare and proportion of the ſaid bankrupt's effects, and for me and in my name to make, ſeal and execute any releaſe or releaſes, diſcharge or diſcharges, for the debt, or any part thereof, due and owing to me from the ſaid bankrupt, and alſo to make, ſign, ſeal or execute any certificate or certificates for the diſcharge of the ſaid bankrupt, and to make, do and execute all and every other act and acts, thing and things whatſoever, needful and neceſſary to be done in and about the ſaid debt ſo due and owing from the ſaid bankrupt, or his eſtate, or relating to the ſaid bankrupt or commiſſion ſo iſſued as aforeſaid, as I myſelf may or might do, were I preſent at the doing thereof; and I do hereby ratify and confirm all and whatſoever my ſaid attorney ſhall lawfully do or cauſe to be done in and about the premiſſes. *In Witneſs*, &c. *(a)*

A Letter of Attorney to receive Monies and Allowances to a Bankrupt, by Virtue of an Act paſſed 5 Geo. 1.

TO *all*, &c. I *J. W.* of, &c. ſend greeting. *Whereas* a commiſſion of bankruptcy under the great ſeal of *Great Britain* was awarded and iſſued againſt me the ſaid *J. W.* directed to ſundry commiſſioners therein named, who have proceeded thereon and declared me a bankrupt: *And whereas* I the ſaid *J. W.* have from time to time ſubmitted myſelf to be examined before the ſaid commiſſioners named in the ſaid commiſſion, or the major part of them, touching a diſcovery of my eſtate and effects, and having conformed myſelf to the directions of the ſeveral acts of parliament now in force concerning bankrupts, obtained my certificate from the right honourable the lord high chancellor of *Great Britain*, fairly and without fraud, whereby and by means whereof I the ſaid *J. W.* am legally and juſtly entitled to ſuch allowance as is given to bankrupts by the act paſſed in the 5th year of the reign of his late majeſty king *George* the Firſt, for the better preventing frauds committed by bankrupts; *And whereas* ——— and ——— have been choſen aſſignees of my eſtate and effects: *And whereas W. L.* of, &c. gent. for the ſupport and maintenance of me the ſaid *J. W.* my wife and family, *did* give his promiſſory note in writing to ——— and ——— or one of them, for the ſum of 50 *l.* on condition that in caſe the ſaid ——— or ——— or one of them, would entruſt and ſupply the ſaid *J. W.* or his wife, with linen or other goods to that value, he the ſaid *W. L.* then undertook to pay the ſame, as by his note, &c. *And whereas* the ſaid ——— and ——— have *bona fide*, in monies and goods, paid and delivered, for the ſupport and maintenance of myſelf

(*a*) See affidavit of executing this letter of attorney, Tit. *Affidavits.*

wife,

wife, and family, to the amount and value of the ſaid ſum of 50 *l.* or thereabouts; which ſaid ſum being demanded of the ſaid *W. L.* he the ſaid *W. L.* by virtue of his ſaid note, is now liable to pay the ſame: *Now know ye*, that in conſideration of the premiſſes, and to the intent and purpoſe to enable the ſaid *W. L.* to pay the ſaid ſum of 50 *l.* in diſcharge of his ſaid note, and for divers other good cauſes, and valuable conſiderations me thereunto eſpecially moving, I the ſaid *J. W. Have* and by theſe preſents do abſolutely bargain, ſell, aſſign and transfer unto and to the uſe and benefit of the ſaid *W. L.* his executors and aſſigns, all and every ſuch ſum and ſums of money, and all allowances, benefits and other advantages whatſoever, as are now due, payable, or any ways belonging unto me the ſaid *J. W.* as a bankrupt, by virtue of the ſaid recited act given for the benefit of bankrupts in the 5th year of his ſaid late majeſty's reign, or otherwiſe, touching the ſame; and all my right, intereſt, property, claim and demand whatſoever, of, in or to the ſaid hereby aſſigned premiſſes; *And* for the better and more effectual enabling him the ſaid *W. L.* his executors and aſſigns, to have and receive all and ſingular the hereby aſſigned premiſſes, to and for his and their own uſe and benefit, for the intent and purpoſe aforeſaid, I the ſaid *J. W.* have, and by theſe preſents *Do* make, conſtitute, authorize and appoint, and in my place and ſtead put the ſaid *W. L.* his executors and aſſigns, my true and lawful attorney and attornies irrevocable, to aſk, demand, ſue for, recover and receive of and from the aſſignees of the ſaid commiſſion, and of and from all other perſons whomſoever who are or ſhall be liable to pay the ſame, *all* and ſingular the hereby before aſſigned monies, allowances, benefits and premiſes, and upon receipt and payment thereof, or of any part thereof, in my name, or otherwiſe, to give proper and ſufficient diſcharges for the ſame, and upon non-payment, &c. And finally, I the ſaid *J. W.* do hereby give and grant unto the ſaid *W. L.* his executors and aſſigns, my full and abſolute power in all and ſingular the ſaid aſſigned monies and premiſes, as well for the ſuing for and recovering thereof, as alſo for the compounding, releaſing and diſcharging of the ſame, as he or they ſhall think fit; and that as fully, &c. and I do hereby ratify, &c. *In witneſs*, &c.

Letters

Letters of Licence and Compoſition.

A Letter of Licence from Creditors to a Debtor.

TO *all People* to whom theſe preſents ſhall come, we who h
hereunto ſubſcribed our names, and affixed our ſeals, credi
of *J. B.* of, *&c.* ——— ſend greeting. *Whereas* the ſaid *J. B.*
the day of the date hereof, is indebted unto us the ſeveral credi
hereunder named in divers ſums of money, which at preſent he is
able to pay or ſatisfy without reſpite and time to be given him for
payment thereof: *Know ye therefore*, that we the ſaid ſeveral credi
and each and every of us, *Have* given and granted, and by virtue
theſe our preſent letters *Do* give and grant unto the ſaid *J. B.* full
free liberty, licence, power and authority, to go about, attend, ſol
and negotiate any affairs, buſineſs, matters and things whatſoever, t
at any place or places whatſoever, without any let, ſuit, trouble, arr
attachment, or other impediment to be offered or done unto him the
J. B. his wares, goods, monies, or other merchandiſes whatſoever,
any of them, or any part of them, by us, or by any of us, or by
heirs, executors, adminiſtrators, partners or aſſigns, of us or any
us, or by our or any of our means and procurement, to be ſought,
tempted or procured to be done, for and during ——— *(ſo long)* ne
and immediately enſuing the day of the date hereof: *And further*,
the ſaid creditors hereunder ſubſcribed do and each of us doth coven
and grant for ourſelves, our heirs, executors, adminiſtrators and aſſig
reſpectively, and not jointly one for another, nor for the heirs, executo
adminiſtrators or aſſigns of one another, to and with the ſaid *J. B.* th
we, or each or any of us, our heirs, executors, adminiſtrators a
aſſigns, or any of them, ſhall not, nor will, during the time aforeſa
ſue, arreſt, attach or proſecute the ſaid *J. B.* for or upon account
our reſpective debts, or any part thereof, or any of them; *and* that
any hurt, trouble, wrong, damage or hindrance, be done unto the ſa
J. B. either in body, goods or chattels, or any of them, within th
aforeſaid term of ——— next enſuing the date hereof, by us or any
ot

he ſaid creditors, or by any perſon or perſons, or by or through the rement, conſent or knowledge, of us or any of us, contrary to true intent and meaning of theſe preſents, that then the ſaid *J. B.* irtue hereof, ſhall be diſcharged and acquitted for ever againſt ſuch s the ſaid creditors, his and their heirs, executors, adminiſtrators ſigns, by whom and by whoſe will, means or procurement, he ſhall reſted, attached, impriſoned, grieved or damnified, of all manner ctions, ſuits, quarrels, dues, debts, charges, ſum or ſums of me- claims and demands whatſoever, from the beginning of the world e day of the date hereof. *In Witneſs*, &c.

Letter of Licence from the Creditors of a Bankrupt to the Bankrupt.

O *all People* to whom theſe preſents ſhall come, *We* whoſe hands and ſeals are hereunto ſubſcribed and ſet, creditors of *C. K. jun.* of ——— in the county of ——— ſend greeting. *Whereas* id *C. K.* now at the day of the date of theſe preſents, ſtands juſt- d truly indebted unto us his ſaid creditors ſeverally in ſeveral ſums oney by bond, ſpecialty, or for goods ſold and delivered, or other- which by reaſon of loſſes happened unto him he is incapable of g preſent payment of, *And whereas* there hath lately been ſued forth ecuted a commiſſion of bankruptcy againſt the ſaid *C. K.* under reat ſeal of *England*: *And whereas* the ſaid *C. K.* cannot be found to be compelled to give any account of his eſtate, and cauſe the to be delivered into the hands of the commiſſioners nam- in the ſaid commiſſion, or their aſſignee or aſſignees, ſo as tisfy us the ſaid creditors of the ſaid *C. K.* our juſt debts, r as the ſame will reach; *But* the ſaid *C. K.* by friends, has ed to meet us his ſaid creditors, in order to give us ſuch ſatisfaction e is able, and make ſuch end with us as ſhall be thought reaſonable, idering his preſent circumſtances, in caſe his ſaid creditors will aſſure of his perſon until the 25th day of *January* now next: *Now know* hat we the ſaid creditors of the ſaid *C. K.* for the conſiderations ſaid, have given and granted, and every one of us for his and their part ſeverally by theſe preſents doth give and grant unto the ſaid full and free liberty and licence, in ſuch ſort that he the ſaid *C. K.* and may peaceably, quietly, and freely go, come, abide, continue, and repaſs, in, into and from any part, place or places whatſoever, time to time and at all times from the date hereof, until the 25th of *January* now next coming, without any let, ſuit, trouble, arreſt, ſchment, moleſtation or interruption of the body of the ſaid *C. K.* or by us or any of us, or our or any of our executors or adminiſtra- in any wiſe howſoever: *And* we the ſaid creditors for ourſelves ſe- lly, our ſeveral executors and adminiſtrators, covenant, grant and agree,

agree, that whoſoever of us, or our executors or adminiſtrators, ſhall, at any time before the ſaid 25th day of *January* next, moleſt, arreſt or ſue the body of the ſaid *C. K.* ſhall forfeit the debt or debts now due or owing by or from the ſaid *C. K.* unto ſuch of us as ſhall ſo moleſt him contrary to the true intent and meaning of theſe preſents; and we the ſaid creditors do hereby ſeverally agree that all proceedings againſt the ſaid *C. K.* upon the ſaid commiſſion, ſhall be ſtayed until the ſaid 25th day of *January* next, *In Witneſs*, &c.

Letters of Compoſition for Debts.

TO *all*, &c. We *J. F.* and *E. J.* creditors of *R. C.* and *C.* ſend greeting. *Whereas* the ſaid *R. C.* and *C. R.* are and ſtand jointly indebted, and do owe unto us the ſaid creditors, diver ſums of money which they are willing to ſatisfy and pay as far as th are able: *Now know ye*, that we the ſaid creditors, who have hither ſubſcribed our names and affixed our ſeals, finding they the ſaid *R.* and *C. R.* are, by loſſes and otherwiſe, diſabled to pay our full deb *Do* ſeverally and reſpectively agree and bind ourſelves, our heirs, & to the ſaid *R. C.* and *C. R.* by theſe preſents to accept and take of the the ſaid *R. C.* and *C. R.* their, *&c.* after the rate of ——— in t pound, in full ſatisfaction of all ſuch debts and ſums of money, as th do jointly owe unto us, and every of us reſpectively, the ſame to be p at four equal payments; the firſt payment, *&c.* ——— ſo as the ſ *R. C.* and *C. R.* (for the more ſure and better payment of the ſeve ſums of money aforeſaid, in recompence and ſatisfaction of our a every of our ſaid ſeveral debts, after the rate of ——— in the po as aforeſaid), their executors or adminiſtrators, do before the ——— become jointly and ſeverally bound, with ſufficient ſureties, unto us a every of us reſpectively, by obligation and with double penalties in d form of law to be made, ſealed and delivered to us and each of us, to our and each of our uſes, by the appointment of us and each of u *Provided always*, that neither theſe preſents, nor any thing herein co tained, ſhall bind us, or either or any of us, who have hereunto ſu ſcribed our names and put our ſeals, until all and every of the credito aforeſaid ſhall have ſealed and ſubſcribed the ſame, on or before th ——— next enſuing. *In Witneſs*, &c.

An Indenture of Licence and Compoſition from Creditors to a Widow t enable her to adminiſter, &c.

THIS *Indenture*, made, *&c. Between J. F. F. J.* and *R. C.* creditors of *C. R.* late of ——— of the one part, and *R.* widow of the ſaid *C. R.* of the other part. *Whereas* the ſaid *C. R.* at

at and before his death, was indebted unto the ſaid creditors in ſeveral ſums of money, *And whereas* the ſaid *R. R.* hath ſince her ſaid huſband's death peruſed and examined his eſtate and effects, and finding that the ſame is far ſhort of giving the ſaid creditors a full ſatisfaction for their juſt debts, hath hitherto forborne to take out letters of adminiſtration of the goods, chattels and eſtate of her ſaid huſband, as to her properly doth belong, according to the laws of this realm: *And* the ſaid *R. R.* having acquainted the ſaid creditors therewith, they the ſaid creditors and each of them were and are willing, contented and pleaſed to accept of ——— in the pound for their ſaid debts, upon the ſecurity of the ſaid *R. R.* and to be paid at ſuch days and times, and in ſuch manner and form as hereafter is limited, expreſſed and declared: *Now this Indenture witneſſeth*, that the ſaid *J. F.* and *F. J.* and *R. C.* the creditors before named, have given and granted, and by theſe preſents do give and grant unto the ſaid *R. R.* their and every of their full liberty, leave, conſent and approbation that ſhe the ſaid *R. R.* ſhall and may have and take out, in her own name, letters of adminiſtration of all and ſingular the goods, chattels and perſonal eſtate of her ſaid deceaſed huſband, without any diſturbance or interruption from them or either of them; *And* that the ſaid creditors before named do themſelves ſeverally and reſpectively, and for the executors and adminiſtrators of each of them, and not jointly nor the one for the other, covenant, promiſe and grant to and with the ſaid *R. R.* her executors, adminiſtrators and aſſigns, *That* if the ſaid *R. R.* her executors or adminiſtrators, do or ſhall, on or before the ——— day of ——— next enſuing the date of theſe preſents, become bound in ſeveral obligations, ſealed and ſufficient in the law, in ſeveral reaſonable penalties, unto the ſaid ſeveral creditors before named, ſeverally to be conditioned for the payment unto them the ſaid creditors, their ſeveral creditors, adminiſtrators or aſſigns, of the ſum of ——— of lawful money of *Great Britain*, for every pound or *acts.* of their due and principal debts by the ſaid *C. R.* in his life time owing reſpectively as aforeſaid, not accounting any intereſt for the ſame ſum or any part thereof, *to wit*, on the ——— ſhall and will alſo at the coſts and charges of the ſaid *R. R.* her executors or adminiſtrators, ſeverally ſeal, and as their ſeveral acts and deeds deliver unto or for the uſe of the ſaid *R. R.* ſeveral acquittances and diſcharges in writing ſufficient in law, thereby acquitting and releaſing as well the ſaid *C. R.* his executors, adminiſtrators and aſſigns, alſo the ſaid *R. R.* her executors and adminiſtrators, of all debts, deeds, bills, claims and demands whatſoever, from the beginning of the world until the day of the date of theſe preſents: *And* the ſaid creditors, *&c.* ſeverally and reſpectively every one by and for himſelf, his executors and adminiſtrators, and not jointly nor the one for the other, do covenant, promiſe and grant, to and with the ſaid *R. R.* her executors and adminiſtrators, and every of them, by theſe preſents, *That* if either the ſaid *R. R.* her executors and adminiſtrators, or her or their goods or chattels, or the goods or chattels of her late huſband, or any of them, ſhall at any time or times hereafter, until or before the ſaid ——— day of ——— be arreſted, attached, ſued, moleſted or troubled by the above named creditors, or any of them, or by any other perſon or perſons, or by their or any of their means or procurement, or in their or any of their right or rights, for or by reaſon of any debt or debts, ſo to them or

Recital of debts, and of examination and inſufficiency of effects, and of conſent to compound, *&c.*

Covenant that if ſecurities be given by ſuch a day for compoſition money, acquittance, *&c.* to be given.

And if arreſted, to be acquitted, *&c.*

or any of them owing by the ſaid *C. R.* at the time of his deceaſe; *That then*, and from thenceforth, ſhe the ſaid *R. R.* her executors and adminiſtrators, ſhall be acquitted, releaſed and diſcharged againſt him or them by whom the ſaid *R. R.* her executors or adminiſtrators, or her, their or any of their goods or chattels, ſhall be ſo arreſted, attached, ſued, moleſted or troubled, of and from all debts, actions, claims and demands whatſoever, from the beginning of the world until the day of the date of theſe preſents; and that theſe preſents to be pleaded ſhall be a ſufficient diſcharge in that behalf againſt him or them of the ſaid creditors, his or their executors or adminiſtrators, by whom, or by whoſe means or procurement, or in whoſe right ſhe the ſaid *R. R.* her executors or adminiſtrators, her or their goods or chattels, or any of them, ſhall be ſo arreſted, *&c.* contrary to the true intent and meaning of theſe preſents: *Provided always*, That if the ſaid creditors above named do not or ſhall not at any time before the ——— ſign, ſeal, and as their act and deed deliver in due form of law one part of theſe preſents unto or to the uſe of the ſaid *R. R.* that then theſe preſents, and every thing therein contained, ſhall be void and of no effect. *And* the ſaid *R. R.* for herſelf, *&c.* doth covenant and grant to and with the ſaid creditors and every of them, their and every of their executors and adminiſtrators, That in caſe all the ſaid creditors ſhall in due form of law ſign, ſeal, deliver and execute one part of theſe preſents, as aforeſaid unto or to the uſe of the ſaid *R. R.* on or before the ——— day of *&c.* that then ſhe the ſaid *R. R.* her executors or adminiſtrators, ſhall and will in due form of law make or cauſe to be made, and duly ſeal and execute, the ſaid ſeveral obligations, and deliver the ſame to and for the uſe of the ſaid creditors, upon or before the ——— day of, *&c.* *In Witneſs*, &c.

Proviſo that if creditors don't deliver one part of theſe preſents before a day fixed, they are to be void.

And covenant to deliver bonds on executing it.

Limitations

Limitations of Uſes.

SECT. I.

Of Deeds declaring (or leading) the Uſes of Feoffments, Fines and Recoveries.

(A) *Uſe, what.*

AN uſe (*as ſome define it*) is the profit or benefit of lands or tenements. Or, *as others define it*,

It is the equity and honeſty to hold the land *in conſcientia boni viri.* *Or, by others deſcribed thus:*

An uſe is a truſt or confidence repoſed in a perſon, not as to profits coming out of land, but as a thing collateral annexed in privity to the eſtate of the land; and to the perſon touching the land, ſo that he for whom he is truſted ſhall take the profits of the land: And the tertenant ſhall diſpoſe of it according to his direction; as for example,

If a feoffment be made to *J. S.* and his heirs, to the uſe, profit or behoof of *W. S.* and his heirs; in this caſe heretofore *J. S.* had the title and property of the land, but *W. S.* had and was to have the profit in honeſty and equity.

So if one agrees with *W. S.* for a piece of land for 20*l.* and pays him the money, but has no aſſurance of the land, yet the equity and honeſty to have this land is in him that has contracted and paid the money for it.

This truſt was called the uſe of the land; and hence came the courſe of conveyances to ſet down in the *habendum* to whoſe uſe the land is to be held; as *habendum* to *A.* and his heirs, to the uſe of *A.* and his heirs. *Co.* 121, 122. *Co. Lit.* 171, 272. *b*

The uſe before deſcribed is an uſe at common-law.

But uſes may be raiſed either by *tranſmutation* of the eſtate and poſſeſſion; as by feoffment, fine or recovery, *&c.* Or *out* of the eſtate of the owner of the land; as by bargain and ſale, by deed indented and inrolled, or by covenant to ſtand ſeiſed to an uſe, upon lawful conſideration,

ſideration, without tranſmutation of the eſtate or poſſeſſion. *Co. Lit.* 271. *b.*

An uſe cannot riſe out of an uſe, or a way or a common newly created. *Carter* 46. *Cro. Jac.* 189, 190. *pl.* 13. *Poph.* 81.

(B) *Truſt or Confidence, what.* See *Atk. Rep.* 614. 2 *Atk.* 308, 438, 570.

THERE is an uſe of goods and chattels, which is properly called a truſt or confidence; for one may have ſuch things to the uſe of another.

(C) *Of the Difference between Uſes and Truſts.*

AS to the difference between uſes and truſts, there ought to be the utmoſt care not to let truſts be carried on beyond the bounds of uſes; for it will introduce different rules, which will make great confuſion, and be miſchievous to the public: And perpetuities in truſt will have all the inconveniences as perpetuities in eſtates in law have. *Mſc.* 9 *W. Int*^d *Lloyd* and *Carew.*

(D) Ceſtuy que Uſe, *who.*

HE for whom a truſt or confidence is repoſed in any perſon, and who ought to have the profit of the conveyance as aforeſaid, is called *Ceſtuy que Uſe.* He had neither *jus in re*, nor *jus ad rem*, but only a confidence and truſt, for which he had no remedy by the common law: but for the breach of truſt his remedy was only by *ſubpœna* in chancery. *Co. Lit.* 272. *b.*

But now the ſtatute of uſes, 27 *H.* 8. *c.* 10. has transferred the poſſeſſion to the uſe. *Co. Lit.* 272. *b. Plow.* 352. *b.* 349. *b.* 1 *Co.* 121. *a. b.* 122, 127. 2 *Co.* 58. 78. 6 *Co.* 64. 7 *Co.* 34. *Leon.* 196. 2 *Leon.* caſe 25.

(E) *Of the different Kinds of Uſes.* See 2 *Atk. Rep.* 149, 568, 589.

USES are either *in eſſe*, or *in poſſe*, or *contingency.*

1. *Uſes in eſſe* are either in poſſeſſion, reverſion or remainder; as when a feoffment is made to *J. S.* to the uſe of *J. W.* and his heirs; or

be to the uſe of *J. W.* and after to the uſe of *J. D.* and the heirs male of his body, and after to the uſe of *S. T.* and his heirs for ever.

2. *Uſes in poſſe*, or in *contingency*, may poſſibly happen to be in poſſeſſion, reverſion or remainder; as where an uſe is limited to me for life, and after to him that ſhall be my firſt ſon in tail; this is only the poſſibility of an uſe, for it may or may not be. 1 *Co.* 121, 122, 176.

Alſo uſes are either *expreſs* or *implied*.

1. *An uſe expreſs* is when the uſe or intent is openly declared and expreſſed between the parties upon making the eſtate of land whereunto the uſe is annexed; as when a feoffment is made of land to *J. S.* and his heirs to the uſe of *W. S.* and the heirs of (*or* heirs male of) the body of the ſaid *W. S.* or to the end and intent that *W. S.* and his heirs, or *W. S.* and the heirs of his body ſhall take the profits of it, or the like; or when I covenant to ſtand ſeiſed of land to the uſe of my wife for life, and after of my eldeſt ſon and the heirs of his body, or the like.

2. *An uſe implied*, is when the uſe is not declared upon the agreement between the parties, but is left to the conſtruction and made by the operation of law; as,

When a man ſeiſed of land makes a feoffment in fee, levies a fine, or ſuffers a common recovery of it to another without any conſideration, and it is not agreed nor declared to what uſe or intent it ſhall be; this by conſtruction of law ſhall be to the uſe of the feoffor, conuſor, or recoveree.

But if there be any conſideration of money or thing paid or given, or any rent or tenure reſerved, then by conſtruction of law it ſhall be to the uſe of the feoffee, conuſee, or recoveror; for otherwiſe the law preſumes that the intent of him that did part with the land was ſo, (*viz.*) that the other ſhould have the property of the land to his uſe, and that he himſelf ſhould take the profits of it.

So when one bargains and ſells his land for money to another; and no uſe is expreſſed; in this caſe the law ſays it ſhall be to the uſe of the bargainee and his heirs. *Doct. &c. Stud.* 69. *c.* 26. *Perk.* § 533. 2 *Co.* 50. 9 *Co.* 11. *Dyer* 18, 146. 2 *Roll. Abr.* 781, 782, 789. 22 *Vin.* 186.

(F) *Of the Nature of Uſes.*

AN uſe at common law, before the ſtatute hereafter mentioned was made, *was*, and where that ſtatute does not take place, *is* nothing but a mere confidence and truſt collateral to and diſtinct from the land annexed in privity of eſtate, and to the perſon touching the land to this purpoſe, that *ceſtuy que uſe* ſhould take the profit of the land, and the feoffee or tertenant that was truſted ſhould make eſtates, and otherwiſe diſpoſe of the land, as the *ceſtuy que uſe* in his life, or at his death by his laſt will and teſtament, ſhould direct and appoint; and if he made no diſpoſition, then that it ſhould go to his heir, ſo that the feoffee had the freehold or ſole property of the thing in him, and *ceſtuy que uſe* had neither *jus in re* nor *jus ad rem*, (*for if he againſt the will of the feoffee had entered*

tered into the land, he had been a treſpaſſor) but a bare confidence or truſt for which the *ceſtuy que uſe* had no remedy, but in chancery upon a breach of the truſt, and there to have the feoffee impriſoned until he performs the truſt according to the order of the court.

Theſe uſes, to ſome purpoſes, were reputed in law as *chattels*, and therefore were deviſeable by will.

And to ſome purpoſes as *hereditaments*, and a kind of inheritance, of which there was a *poſſeſſio fratris*, &c.

And to ſome purpoſes, *neither chattels nor hereditaments*; for they were not eſteemed aſſets in the heir or executor; neither were they reputed as commons, rents, conditions, and ſuch like inheritances which are diſcontinued or taken away by the alienation of the tertenant, eſcheat, diſſeiſin, &c. but an uſe is not ſo. 1 *Co.* 120. in *Chudleigh's* caſe; and *Co.* 93. *Shelley's* caſe. *Kelw.* 160. *Dyer* 12. *Bro. Feoffment al Uſes* 25.

(G) *Of Incidents to Uſes.*

TO every of theſe uſes there were two inſeparable incidents: 1. *Confidence* in the perſon; and 2. *Privity* in the eſtate, *expreſſed* by the parties, or implied in law.

When either of theſe failed, the uſe was either *gone for ever*, or *ſuſpended* for a time at leaſt. And therefore,

If the feoffee to uſe, upon good conſideration, had enfeoffed another of the land that had not notice of the uſe, the uſe had been gone for ever; becauſe howſoever here was a privity of the eſtate, yet here was no confidence in the perſon; but if the feoffment had been without conſideration to ſuch a one, in this caſe the uſe had remained ſtill, becauſe the law implied a notice.

So alſo it ſeems the law was when it was made in conſideration of marriage only.

And if a diſſeiſor, abator or intruder, had come to the poſſeſſion of the land whereof the uſe was, although he had notice of the uſe; yet the uſe was ſuſpended during their poſſeſſion, and they ſhould not have been ſeiſed to uſe, as the feoffee was, for they came not to the land in the *per*, but in the *poſt*.

And if a lord by eſcheat, lord of a villain, or one who had entered for mortmain, or had recovered in a *ceſſavit*, &c. had come to ſuch land and had notice of the uſe, the uſe had been gone for ever; for theſe came to the land in the *poſt*, and above the uſe.

And tenant in dower and by the curteſy ſhould not be ſeiſed to uſes in being, for all theſe wanted privity of eſtate.

And if there had been tenant for life, the remainder in fee to the uſe of another, and the tenant for life had made a feoffment in fee to one that had notice of the uſes, this ſecond feoffee ſhould not have been ſeiſed to the firſt uſes.

So if the huſband had made a feoffment in fee of the land of his wife, upon conſideration and without any uſe expreſſed, he ſhould not have had a *ſubpœna*, becauſe the feoffee was not in privity of eſtate of the wife.

And

And if *ceſtuy que uſe* for life or in tail, the remainder in tail, with divers remainders over in uſe, had made a feoffment to one that had notice, he ſhould not have been ſeiſed to the firſt uſes, *cauſa qua ſupra.*

But otherwiſe it is of commons, advowſons, and ſuch like appendants or appurtenants; for if tenant in tail, or huſband in right of his wife, makes a feoffment of a manor, or of part of it, with an advowſon appendant: The advowſon, at leaſt after preſentment, ſhall paſs as appendant to the manor, or to part of the manor, and not to the eſtate of the land, which is diſcontinued by the feoffment. So if a diſſeiſor, ſtator, intruder, or the lord by eſcheat, or the like, ſhall have theſe things as annexed to the eſtate of the land in privity, and commons, advowſons, and other hereditaments that are annexed to the poſſeſſion of the land. *Shep. Touch.* 502, 503.

(H) *Of the Original and Antiquity of Uſes.*

USES began firſt when the cuſtom of property began and was brought in, that one man knew his own from another man's, and then was to enjoy his own, and not to be deprived of it without conſent or order of law; for then he that had land had two things in him, a poſſeſſion of the land, and power to take the profits of it, and thoſe being to be diſtinguiſhed, he might give the freehold or poſſeſſion to another, and take the profits himſelf; and they were rather allowed by the law for a time as reaſonable, becauſe they gave a man power to diſpoſe of his land by will, which otherwiſe he could not have done but in ſome ſpecial caſes by cuſtom of the place. *Shep. Touch.* 503.

By *Manwood* juſtice.—The commencement of uſes has been as long as mankind has been guided by reaſon; and though no mention is made of uſes in our ancient books, yet that is no argument that uſes have been but of late times. That uſes were not common, therefore were not at all, is *non ſequitur.* 2 *Leon.* Caſe 25.

Harper juſtice ſaid, That uſes began about 18 *Edw.* 2. after which time there was ſuch a general liking of them, that they were uſed a-new; but they did not come into common practice before the time of king *H.* 6. when the great contention fell out betwixt the two houſes of *York* and *Lancaſter*, at which time uſes were in great eſtimation for the ſafety of inheritances. 2 *Leon.* 25.

By *Dyer* chief juſtice.—As to the beginning of uſes, the ſame was immediately after the ſtatute of mortmain, at which time all their ſhifts then in practice were found out, for which ſee the ſaid *ſtat.* 7 *Edw.* 1. *Stat. de Religioſis.* And in the *ſtat.* 15 *R.* 2. *c.* 5. the words *Behoof* and *Uſe* are uſed, which is the firſt time they were ſo in our law; and yet a long time before that ſtatute uſes had been in practice. 2 *Leon.* Caſe 25.

By *Manwood* juſtice:—As long as wills have been, truſts and confidences have been; and alſo as long as marriage has been; and refers to the writ of *Cauſa Matrimonii prolocuti*, and the ſtatute of *Merlb. c.* 6. 3 *Leon.* Caſe 25.

But

But by *Harper* juſtice—Whereas it has been ſaid, that an Uſe has been as long as any marriage has been, and ſo conceived upon the writ *de cauſa Matrimonii prælocuti*; the ſame is not any reaſon, becauſe in that caſe there is not any confidence or truſt; for if the marriage does not take effect, the woman ſhall have her writ *de cauſa Matrimonii prælocuti*. In conveyances we are to reſpect two things, the form and effect of them; and in all caſes where the form and effect cannot ſtand together, the form ſhall be rejected, and the effect ſhall ſtand. *Same caſe.*

And by *Manwood*, *Littleton* ſays, That the *Ceſtuy que Uſe* ſhall be ſworn upon inqueſts, which was not enacted by any ſtatute, but practiſed by the law. *Ibid.*

And that he himſelf had ſeen divers ancient deeds of uſes; and that in ancient time no man would purchaſe land to himſelf alone, but had two or three joint feoffees with him; and he who was firſt named in the deed was *ceſtuy que uſe*, although no uſe was declared to him upon the livery, and ſo the uſe was known by the occupation of the lands. And then ſays, that the reaſon why no mention is made in our ancient books of uſes is, becauſe men were then of better conſciences than they are now; ſo that the feoffees did not give occaſion to the feoffors to bring *ſubpœna's* in chancery to compel them to perform the truſts repoſed in them. And before the ſtatute of *Weſtminſter* the Third, if a man had made a feoffment in fee without declaring the uſes of it, it ſhould have been to the uſe of the feoffee, becauſe there is a ſufficient conſideration between the feoffor and feoffee, to raiſe an uſe, (*viz.* the ſeigniory created by the law between them): But now by the ſaid ſtatute ſuch conſideration is taken away, and then upon ſuch feoffment without conſideration or declaration of uſes, it is to the uſe of the feoffor himſelf. *Same caſe.*

(I) *Why Uſes were invented, the Miſchiefs thereof, and the Remedies by ſundry Statutes.*

FEAR and fraud were the occaſions of inventing uſes.

1. Fear in the time of troubles and civil wars, for ſaving perſons eſtates from forfeiture.

2. Fraud to defeat juſt debts, lawful actions, wards, eſcheats, mortmain, &c. *Co.* 121. *b.* *Poph.* 71.

Uſes in time were turned into *Abuſe*, and the greateſt part of all the lands in the kingdom (eſpecially in the time of the broil between the houſes of *York* and *Lancaſter*) were put in uſe, partly of fraud and partly of fear, which produced not a few inconveniences.

The *ſtat.* 27 *H.* 8 *c.* 10. of Uſes, was made for remedying all miſchiefs and abuſes in Uſes, which act was divided into two general branches, *viz.*

1. The preamble, which expreſſes the miſchiefs.
2. The body of the act, which provides the remedies. *Co.* 123. *b.*

The miſchiefs in the preamble are theſe:

1. Whereas by the common law, no land or tenement can paſs but by livery

livery or matter of record, or writing if it lies in grant; now by divers and ſundry imaginations, ſubtile inventions and practices, by fraudulent feoffments, fines, recoveries and aſſurances, craftily made to ſecret uſes, intents and purpoſes.

2. By laſt wills, ſometimes by parol, and ſometimes by ſigns, in great extremity.

3. By theſe fraudulent uſes many heirs have been unjuſtly diſinherited.

4. The lords have loſt their wards, reliefs, and in effect their ſeigniories.

5. No purchaſor could be aſſured of his eſtate.

6. Nor could any man know againſt whom to bring his action, or have his execution.

7. Eſtates created by law in conſideration of marriage, as tenancy in dower, and by curteſy, were defeated.

8. Perjuries upon trials of ſecret uſe were committed, and daily increaſed.

9. The king had loſt his eſcheats for attainders, purchaſes of aliens, &c.

10. The lords had alſo loſt their eſcheats. *Co.* 123. *b.*

Theſe were the miſchiefs; then comes the body of the act, which provides that,

Where any perſon ſtands and is ſeiſed of any lands, tenements, &c. (Note; *This ſtatute extends to perſons ſeiſed, not poſſeſſed of any lands*, &c.) to any uſe, all and every ſuch perſon and perſons that have or ſhall hereafter have any ſuch uſe, &c. ſhall from henceforth ſtand and be ſeiſed, and adjudged in lawful ſeiſin, eſtate and poſſeſſion, of and in the ſame lands and tenements, and of and in ſuch eſtates as they had in the uſe; and that the eſtate, right and poſſeſſion that were in ſuch perſons as were or hereafter ſhall be ſeiſed to the uſe of any ſuch perſon or perſons, be from henceforth clearly deemed in *ceſtuy que uſe*, after ſuch quality, manner and form as they had in the uſe.

This is the remedy that the makers of that act have provided to ſalve all the miſchiefs aforeſaid. *Co.* 125. *b.*

By *Harper* juſtice—As to the making the *ſtat.* 27 *H.* 8. *c.* 10. the truth is, the king was diſpleaſed at the loſs of wardſhips, and other injuries done to him, for which cauſe he complained to the judges of the defect of the law in that caſe; who thereupon ſhewed the king the cauſes of thoſe injuries and loſſes to him; and that if the poſſeſſion might be joined to the uſe, all would go well, and all the injuries, wrongs and loſſes which came to him by reaſon of uſes, wills and ſecret feoffments, would be avoided; for which reaſon the king, in the 24th year of his reign, commanded his council to frame a bill for that purpoſe, and preſent it to the houſe of commons; but it was then rejected; and the king at that time would have been contented, that the fourth part of the land only ſhould deſcend; and from that time the king ſtayed further proceedings in the ſaid cauſe till the 27 *H.* 8. at which time it took effect; and their care was to pen the ſtatute ſo preciſely, that that whole eſtate ſhould be executed by it, ſo as it did utterly take away all from the feoffees. 2 *Leon.* Caſe 25.

Cauſe of making the *ſtat.* 27 *H.* 8. For the power of *Ceſtuy que uſe* before the ſtatute, ſee 3 Ld. *Raym.* 876.

By the ſaid ſtatute, the uſe and poſſeſſion of land at this day is coupled and conjoined ſo that they cannot ſtand apart and divided, but he who has

has the one muſt have the other, and the one enſues the other as the ſhadow does the body; and therefore now upon fines, recoveries and feoffments, the eſtate ſettles as the uſe and intent of the parties is declared by word or writing before the act done; as for example,

If a writing be made between two or more, that one of them ſhall levy a *fine*, make a *feoffment*, or ſuffer a *recovery* to the other, to the uſe and intent that one of them, or another man, ſhall have it for life, and after another in tail, and after a third in fee-ſimple; in this caſe the law ſettles the eſtate according to the uſe and intent declared, ſo that now what eſtate a man has in the uſe, the ſame he has in the poſſeſſion.

But for the more full underſtanding the ſaid ſtatute, and the law at this day, obſerve, That the ſtatute does not extend to all manner of uſes, neither are all uſes executed and united to the poſſeſſion thereby; for,

By ſuch act it plainly appears that every uſe *in eſſe*, *viz.* in poſſeſſion, reverſion or remainder, is executed by it.

But no contingent uſe or right is executed by the ſaid act until it comes in *eſſe*; for,

To every execution of an uſe theſe four things are requiſite:

Firſt, There ought to be a perſon ſeiſed.

Secondly, There ought to be a *ceſtuy que uſe in eſſe*.

Thirdly, There ought to be an uſe *in eſſe* in poſſeſſion, reverſion and remainder.

Fourthly, The eſtate out of which the uſe ariſes ought to be veſted in *ceſtuy que uſe*; for the words are, that the eſtate of ſuch perſon ſeiſed to the uſe, ſhall be adjudged in *ceſtuy que uſe*. *Co.* 126. *a*.

So that when theſe four, *viz.* 1. Seiſin in the feoffees; 2. *Ceſtuy que uſe in rerum natura*; 3. *Uſe in eſſe*; and 4. That the eſtate of the feoffees veſts in *ceſtuy que uſe*, then there is an execution of the uſe within this ſtatute; and therefore it is agreed that this ſtatute does not execute any uſe, but only uſes *in eſſe*; ſo that the right of a preſent and a future or contingent uſe are excluded until they come *in eſſe*, and then the ſtatute executes them alſo, if no alteration be of the eſtate of the land before.

And if *ceſtuy que uſe* in tail, with divers uſes in remainder, had made a feoffment, and died before the ſtatute, no execution ſhould have been of this right of an uſe until entry by the feoffees.

So if *ceſtuy que uſe* in poſſeſſion had made a feoffment before the ſtatute, no right of the uſe in poſſeſſion or remainder ſhall be executed by the ſtatute until the regreſs by the feoffees.

So if a feoffment had been made before the ſtatute to the uſe of the feoffee for life, and after to the uſes of others in remainder, and the feoffee had made a feoffment in fee to another; this uſe ſhall not be re-continued, or the re-poſſeſſion of the land executed unto it by this ſtatute; ſo that the right of uſes *in eſſe*, and uſes in *contingency* until they happen to be *in eſſe*, remain at the common law as they were before the ſtatute.

And therefore if the eſtate of the feoffees be in ſuch caſes deveſted by diſſeiſin; or the king, or a corporation, or an alien, or a perſon attainted, *&c.* be infeoffed of the land before the uſe come *in eſſe*; or if the land be aliened *bona fide* upon conſideration to one who has not notice of the uſe, this uſe can never be executed until theſe poſſeſſions be removed by lawful entry or action of the feoffees; and if their entry or action be barred, the uſe is gone for ever.

And

And therefore if *eſtate quæ uſe* in tail, the remainder in tail reſtrained with a clauſe of perpetuity be diſſeiſed, no uſe in contingency can be executed by this ſtatute.

And if before the ſtatute a *feoffment* had been made in fee to the uſe of *J. S.* for life, and after to the uſe of the right heirs of *J. N.* and the feoffees had been diſſeiſed, and then the ſtatute had been made, and the *J. N.* dies, and after his death *J. S.* dies; this uſe ſhall never be executed in the right heir of *J. N.* *Co.* 126, 136. *Plow.* 391. *Dyer* 58. 88. 330.

And ſo alſo if a diſſeiſin be after the ſtatute, and before the death of *J. N.* no poſſeſſion ſhall be executed in the right heir of *J. N.*

Alſo uſes that need no execution by the ſtatute, as when a man conveys land to *J. S.* and his heirs, to the uſe of *J. S.* and his heirs; in ſuch needs not the help of this ſtatute.

Alſo uſes that are againſt the rules of the common law ſhall not be executed by this ſtatute; and therefore,

If a *feoffment* be made to the uſe of *A.* for life, and after to the uſe of every perſon that ſhall be his heir, one after another for term of his life: ſo if one makes a *feoffment* to the uſe of another in tail, with remainders over, with a proviſo that neither of them ſhall diſcontinue or the like, *&c.* theſe uſes ſhall not be executed, becauſe the limitations are wholly void: and in theſe caſes there is no remedy in chancery againſt the feoffees.

Now from all this it appears, that ſome uſes are executed preſently, as in poſſeſſe, and ſome are executed by matter *ex poſt facto*, if they be according to law, and come *in eſſe* in due time; but if they be uſes inſtituted limited in a new manner, and not according to the ancient common law, they are altogether void, and extinguiſhed and aboliſhed by the ſtatute.

And where lands are conveyed to others in truſt after this or the like manner, *viz.* that the feoffees ſhall take the profits, and deliver them to the feoffor and his heirs, *&c.* or that the feoffees ſhall convey it to the uſe of the feoffor at his age of twenty-one years.

And where lands are conveyed to certain uſes expreſſed and declared, and there be other ſecret uſes and intents agreed upon between the parties; theſe uſes or truſts are not within this ſtatute, neither will the ſtatute execute them, but they remain as they were before the ſtatute, determinable in chancery: alſo leaſes for years of lands in uſe that have their being before, and are granted over in uſe, are not executed by this ſtatute. *Co.* 138.

And therefore if a leſſee for years of land grants or aſſigns over his eſtate to *A.* and *B.* and their aſſigns, to the uſe of the grantor and his aſſigns for the term of their lives; this uſe or truſt is out of the ſtatute, and not executed thereby; and therefore in this caſe all the eſtate is in *A.* and *B.* and the grantor has nothing but an uſe, for which he has his remedy in chancery.

So if one be ſeiſed of land in fee, and he bargains and ſells it, or makes a leaſe of it to another in truſt, and for the benefit of a third perſon; this is but a chancery truſt, *&c.* in this third perſon, as was held clearly. *M.* 8 *Car. B. R.*

And yet if a feoffment be made to the uſe of *J. S.* and aſſigns for the term of twenty years, this term of years ſhall be executed by the ſtatute.

And

And ſo in all ſuch like caſes and queſtions of truſts and uſes that are not within the ſtatute of uſes, the law is now as it was before the ſame ſtatute was made, and all thoſe matters are determinable in chancery; for as the queſtions of uſes and truſts that are within the ſtatute are to be decided and ruled by the judges of the common law; ſo are all other queſtions of uſe and truſts that are out of the ſtatute to be ruled and decided by the judges of chancery. *Dyer* 356. 369. *Cromp. Jur. Co.* 65.

(K) *What ſhall be ſaid a good Uſe of Land, or not; and when and where ſuch an Uſe ſhall be raiſed, altered or created, or not.*

First, *In Reſpect of the Manner of Raiſing it, and the ſeveral Ways whereby Uſes may be raiſed.*

TO make a good uſe, or make an uſe to riſe, (for the riſe of uſes ſee Ld. *Raym.* 291.) eſpecially ſuch an uſe as may be within the ſtatute, reſpect muſt be had to divers things:

I. *To the ways and means of creating or raiſing of uſes*, wherein it is to be obſerved, that although the quality of the uſes be changed in moſt caſes by the ſtatute of uſes, yet uſes, and uſes within this ſtatute, are and may be raiſed as they might before the ſtatute, either by tranſmutation of the eſtate; as by fine, feoffment, common recovery, *&c.* or out of the eſtate of the owner of the land; as by bargain and ſale, by deed indented and inrolled, or by covenant to ſtand ſeiſed to uſes upon good conſideration: and therefore a fine, feoffment or recovery, may be had of land, to the uſe and intent that either of the parties thereunto, or others, ſhall have it for any time or eſtate; and by this means what uſes and conſequently what eſtates a man will, may be raiſed and created: and in theſe caſes the conuſor, feoffor or recoveree, may appoint the uſe of the ſame fine, feoffment or recovery, to whom he will, without any reſpect of marriage, money, kindred or the like; for in this caſe his will guides the equity of the eſtate. *Co. Lit.* 271. *Plow.* 301.

Or if a man makes a leaſe to *A.* for life, to the uſe of *B.* for life; this is a good uſe and eſtate in *B.* during the life of *A.* *Dyer* 186.

Or if a man by bargain and ſale for good conſideration ſells his land to another; hereby the uſe will riſe according to the eſtate bargained and ſold unto the bargainee; but in this caſe, if it be an eſtate of freehold, as of fee ſimple, fee-tail, or for life, that is ſold, the bargain and ſale muſt be made by deed indented and inrolled within ſix months after, in ſome of the courts at *Weſtminſter*, or in the ſeſſions rolls in the ſhire where the land lieth, except it be in cities and corporate towns where they uſe to inrol deeds; otherwiſe no uſe will ariſe by it; but if it be an eſtate for years only that is ſold, there the uſe will ariſe well enough without any ſuch matter.

Or if a man ſeiſed of land in fee covenants to ſtand ſeiſed of it to the uſe of his wife, children, brethren, or other kindred, for life, in fee-

ſimple

ſimple or fee-tail; or if one ſeiſed of land in fee-ſimple, covenants to ſtand ſeiſed of the uſe of a woman he is to marry, or to the uſe of a woman, his ſon or other kinſman is to marry; hereby the uſes, and conſequently the eſtates, will riſe accordingly; and in theſe caſes there is no need it ſhould be by deed indented, &c. or that the deed be inrolled, for uſes may be raiſed by deed poll as well as by deed indented. 6 *Co.* 68. *Dyer* 155. 2 *Co.* 35, 36. 7 *Co.* 40. 8 *Co.* 93, 94. 4 *Co.* 17.

Alſo uſes may be created (ſo ſome hold) by word or parol agreement as well as by deed or writing; for it is ſaid it has been adjudged, that if a man ſays to his ſon and a woman that his ſon is to marry, that in conſideration of the ſame marriage they ſhall have the land to them two in tail; that hereby a good eſtate-tail will ariſe after the marriage.

And that where one by word without deed grants land to his ſon and to his wife in tail, in conſideration of their marriage; that it was agreed by all the judges that the uſe did riſe upon this agreement. *Cromp. Jur.* 60, 61. *Plowd.* 301. 308. and ſee the better opinions of the judges in *Corbin's* caſe, 38 *Eliz.*

Howſoever, it is more ſafe in theſe caſes to do it by deed and in writing; for *Dyer* 296. *Plow.* 12. ſeems to oppoſe this; and if a man makes a feoffment, levies a fine, or ſuffers a recovery to the uſe of his laſt will, or to the intent to perform his laſt will, or to the uſe of ſuch ſon and perſons, and of the eſtate and eſtates as he ſhall limit by his laſt will, and then afterwards by his laſt will declares the uſes; theſe are good uſes, and this is a good way of raiſing uſes.

Alſo if a man deviſes his land by will to *J. S.* and his heirs, to the uſe of *J. D.* and his heirs; it ſeems that the uſe will riſe to *J. D.* and his heirs by this means.

And if a man by a verbal agreement, in conſideration of money, or the like, ſells his land to another, or agrees and promiſes that the bargainee ſhall have it for any time howſoever; that hereby no uſe nor eſtate will ariſe (if it be a freehold that is ſold) within the ſtatute, becauſe it is not by deed indented, &c. yet it ſeems a good uſe will ariſe at the common law, and that the bargainee ſhall have relief in equity for his purchaſe. *Lit.* § 462, 463. 6 *Co.* 17. *Vide ſtat.* 27 *H.* 8. of *Uſes*, &c. *Fitz. Deviſe* 22. *Dyer* 229.

An uſe will not riſe as an uſe upon an uſe at the common law, but it may be a truſt in equity. *Q.* 1 *Chan. Ca.* 114.

If lands are limited by will to *A.* in truſt for a feme covert, and that *A.* ſhall receive the rents, and pay and diſpoſe of them to the feme, or to ſuch perſons as ſhe ſhall direct and appoint, without the intermeddling of her huſband, &c. This is a truſt only, and not an uſe executed by the ſtatute. *Vern.* 415.

There are three ways of creating an uſe or truſt remaining at common law, notwithſtanding the *ſtat.* 27 *H.* 8. which ways are ſubject only to the controul and direction of the courts of equity.

Firſt, Where a man ſeiſed in fee raiſes a term of years, and limits it in truſt for *A.* &c. for this the ſtatute cannot execute, the termor not being ſeiſed.

Secondly, Where lands are limited to the uſe of *A.* in truſt to permit *B.* to receive the rents and profits; for the ſtatute can only execute the firſt uſe.

Thirdly,

Thirdly, Where lands are limited to truſtees to receive and pay over the rents and profits to ſuch and ſuch perſons; for here the lands muſt remain in them to anſwer theſe purpoſes. *Abr. Ca. Eq.* 383.

Secondly, *In reſpect of the Perſons truſted, and what Perſons may not be ſeiſed of another, but to their own Uſe.*

The ſecond thing whereunto reſpect muſt be had, is to the perſon truſted, or to him to whom the conveyance is made; for to every good uſe there muſt be a perſon ſeiſed to uſe, and he muſt be a perſon capable of ſuch a ſeiſin.

And as to this obſerve, that any ſole perſon who may make an eſtate to himſelf, may make an eſtate to other uſes.

Alſo a man may be ſeiſed of his own land to other uſes, as in the caſe of *covenant to ſtand ſeiſed to uſes*. *Co.* 122, 127, 135. *Plow.* 2[illegible] *Dyer* 8, 283.

But the king, or any body corporate, alien born, or perſon attainted cannot be ſeiſed to other uſes, no more by an original feoffment to them than where they come by the land in uſe at the ſecond hand; in which caſe (as hath been ſhewed) neither ſuch perſons, nor diſſeiſors, abators or intruders, or lord of villains, or eſcheats, ſhall be ſeiſed to other uſes; but in all theſe caſes the uſes are void, and the parties ſhall have the land to their own uſes, or to the uſes of the feoffors, *&c.* and not to the uſe of *ceſtuy que uſe*. Reſolved in Dr. *Atkin's* caſe, 44 *C. B. Vin.* 249. *pl.* 3.

And a bargainee of land for valuable conſideration cannot be ſeiſed of the land to any other uſe but his own. *Dyer* 155.

Thirdly, *In reſpect of the Perſons for whom the Truſt is, or the Ceſtuy que Uſe.*

The third thing to be reſpected is the *ceſtuy que uſe*; for to every good uſe, as there muſt be a perſon ſeiſed to uſe, ſo there muſt be a perſon to whoſe uſe he is ſeiſed, and he muſt be capable alſo. *Co.* 136.

And as to this obſerve, that any man that is capable of an eſtate directly or immediately to himſelf, is capable of the ſame eſtate by way of uſe: But if the uſe be limited to a corporation, there muſt be a licence had; otherwiſe it will be an alienation in mortmain. *Bro. Mortmain* 37.

And if future uſes upon contingencies be limited to ſuch perſons as are not in being; theſe uſes, howſoever they are good at common law, yet they are not good within the ſtatute; neither does the ſtatute execute them at all until they come in poſſeſſion.

And

And if a feoffment be made to *J. S.* and his heirs to the uſe of the parſhioners of *Dale*; this uſe is void; for they are incapable by this name, and it ſhall be to the uſe of feoffor. 12 *H.* 7. 27. 49 *E.* 3, 4.

Fourthly, In reſpect of the Eſtate and Poſſeſſion of him that creates the Uſe.

The fourth thing to be regarded, is the *eſtate of him that raiſes the uſe in the land wherevpon the uſe is raiſed*; for howſoever the tenant in fee-ſimple of land may create what uſes he will in fee, for life or years upon it, and ſuch caſes are good; and the tenants in tail or for life may, perhaps, grant their land for their own lives to the uſe of a third perſon.

Yet if a tenant in tail for good conſideration covenants to ſtand ſeiſed to the uſe of himſelf for life, and after to the uſe of his eldeſt ſon in tail; no uſe will ariſe by this covenant.

So if tenant in tail of an advowſon in groſs grants it by deed to one and his heirs, to the uſe of himſelf for life, and after to the uſe of another in fee; this grant is void by the death of the tenant in tail. *Mil. Elis. C. B. 2 Co.* 52. *Paſ.* 13 *Jac. C. B. Say* v. *Smith*

And if ſuch tenant in tail bargains and ſells his land by deed indented and inrolled; hereby the bargainee has an eſtate deſcendible to his heirs, determinable upon the death of the tenant in tail.

And if ſuch a tenant in tail bargains and ſells his land by deed indented and inrolled; hereby the bargainee has an eſtate deſcendible to his heirs, but determinable upon the death of the tenant in tail. 10 *Co.* 96.

And if one covenants by indenture *to ſtand ſeiſed to the uſe of* B. of *Wincaunton*, which he has not then, but he afterwards purchaſes it; by this no uſe will ariſe. *Felverton's* caſe, 37 *Eliz. B. R.* 2 *Vin.* 216, 217. *pl.* 5, 6.

And if one who has but a term of years grants it to *J. S.* to the uſe of himſelf for life, *&c.* This is no good uſe within the ſtatute, but a chancery-truſt only. *Dyer* 369.

Fifthly, In reſpect of the Eſtate and Poſſeſſion of him that takes by the Conveyance.

The fifth thing to be reſpected, is the eſtate of him that takes by the conveyance out of which the uſes are derived; for

Where a man grants in fee-ſimple to another and his heirs, he may limit what uſes he will upon this eſtate.

And if a man makes an eſtate for life to another, he may limit an uſe thereupon; yet if a man makes a gift in tail to another, he can limit no uſe thereupon:

thereupon: And therefore if one grant his land to *J. S.* and the heirs of his body, to the uſe of *J. S.* and his heirs in fee; this limitation of uſe is void, and *J. S.* has hereby an eſtate in tail. *Vide* 2 *Co.* 76. *Co. Lit.* 19.

And if a feoffment be made to *J. S.* to have and to hold him and the heirs of his body, to the uſe of him, his heirs and aſſigns for ever; this uſe is void. *Trin.* 14 *Jac. B. R. Couper* and *Franklin*'s caſe. 22 *Vin.* 181.

And where one bargains and ſells land for money, (in which caſe the law makes an expreſs uſe) no other uſe can be appointed.

And therefore if *A.* for money bargains and ſells land to *B.* and his heirs, to the uſe of *A.* for life, and after of *B.* in tail, and after of *A.* in fee; all theſe uſes are void, for an uſe cannot riſe out of an uſe.

So if *A.* makes a leaſe to *B.* for years, rendering rent, to have and to hold to the uſe of the leſſor; this uſe is void, as being alſo againſt reaſon. *Dyer* 169. *Cromp. Jur.* 53. *Lit.* § 284.

And if a feoffee to uſe before the ſtatute of uſes, had bargained and ſold the land to one who had notice of the former uſe; no uſe had been made hereby, for there might not be two uſes in being of the ſame land at one time.

And if *A.* infeoffs *B.* to the uſe of *C.* and his heirs, with proviſo that if *D.* pays to *C.* 100*l.* that *C.* and his heirs ſhall ſtand ſeiſed to the uſe of *D.* and his heirs; this laſt uſe is void, for the uſe muſt ariſe out of the eſtate of the feoffee, and not out of the eſtate of the *ceſtuy que uſe*. *Dyer* 255. *Co.* 136, 137.

A rent ſhall (by virtue of the ſtatute) ariſe out of the eſtate of *ceſtuy que uſe*, upon a recovery, which was to ariſe out of the eſtate of the recoveror and his poſſeſſion; becauſe by the intention of the parties the *ceſtuy que uſe* was to pay the rent. *Vaugh* 52.

An uſe cannot ariſe out of an uſe, or a way or a common newly created. *Carter* 46. *Cro. Jac.* 189, 190. *pl.* 13. *Poph.* 81.

Where an eſtate in uſe is to begin on a contingent precedent, which is impoſſible, or againſt law, the uſe ſhall never riſe. *Leon.* 199.

Sixthly, *In reſpect of the Cauſe or Conſideration of an Uſe, and what ſhall be a ſufficient Conſideration to raiſe or alter an Uſe, or not.*

The ſixth thing, whereunto reſpect muſt be had, is the *cauſe* or *conſideration*; for howſoever in caſes where uſes paſs by the way of tranſmutation of poſſeſſion, as by *fine*, *feoffment* or *recovery*, there the conſideration is not at all material; for he that makes the eſtate may appoint the uſe to whom he will, without any reſpect to marriage, kindred, money, or other thing; for in this caſe his own will and conſideration guides the uſe and equity of the eſtate; yet in *bargains* and *ſales*, and *covenants to ſtand ſeiſed to uſes*, it is otherwiſe; for there a *conſideration* is ſo neceſſary that nothing will paſs, neither will any uſe riſe without it.

i. e. ſome matter that may be cauſe or occaſion meritorious, which amounts to a mutual recompence in deed or in law; which muſt be expreſſed or implied in the deed whereby the uſe is created, or elſe ſupplied by averment and proof.

For howſoever in this caſe an averment ſhall not be allowed and taken againſt a deed, that there was no conſideration given when there is an expreſs conſideration upon the deed; yet when the deed expreſſeth no conſideration, or ſaith *(for divers good conſiderations)* or the like, there an averment of a good conſideration given ſhall be received; for this is an averment that may ſtand with the deed, and without conſideration inrolment will not help.

And therefore if one bargains and ſells his land to another by deed indented and inrolled without any conſideration, it ſeems no uſe will riſe by this to the bargain. *Co.* 176. 11 *Co.* 25. *Dyer* 146, 169, 312. *Cromp. Jur. Co.* 62.

So if one (for divers good cauſes and conſiderations, or for divers good and valuable conſiderations) bargains and ſells his land to another, *covenants to ſtand ſeiſed* of his land to the uſe of another that is not of his kindred; no uſe will riſe by this, unleſs it be proved money, or ſomething elſe, was given for it. 41 *Eliz.* adjudged.

But if a man by deed, in conſideration of money, as in conſideration of the ſum of 100*l.* to him paid, or in conſideration of a competent ſum of money to him paid, or otherwiſe promiſed to be paid, or in conſideration of other land, or of giving of counſel, or the like, *bargains* and *ſells*, or by ſuch like words *grants* his land to another in fee-ſimple, fee-tail, for life or years; in theſe caſes the uſe will ariſe to the bargain well enough. *Plow.* 301. *Bro. Fait Inrol.* 9. *Doct. & Stud.* 2. *c.* 28. *Cromp. Jur. Co.* 60, 61. *Dyer* 90.

And therefore if I covenant with *B.* that, when he infeoffs me of *Whiteacre*, I will *ſtand ſeiſed* of *Blackacre* to the uſe of him and his heirs, and he infeoffs me accordingly; in this caſe the uſe of *Blackacre* will riſe to *B.* and he and his heirs ſhall have it according to the agreement. *Cromp. Jur.* 61.

So if I agree with my leſſee for years, that if he pays me 100*l.* within his term, that I will *ſtand ſeiſed* of the land to the uſe of him and his heirs, and he pays me the 100*l.* accordingly; in this caſe the uſe will riſe, and he and his heirs ſhall have it according to the agreement.

So if I covenant that my ſon ſhall marry the daughter of *A.* and *A.* promiſes to give me 100*l.* for the marriage-portion, and I covenant that if the ſame marriage do not take effect, I and my heirs will *ſtand ſeiſed* of the land to the uſe of *A.* and his heirs, until the 100*l.* be paid; in this caſe a good uſe will riſe of the land accordingly, if the marriage do not take effect; but in all theſe and ſuch like caſes the covenant muſt be by deed indented, and it muſt be inrolled, otherwiſe no uſe will ariſe. *Bro. Expoſition of Words* 44.

And when the deed is inrolled, it ſhall take effect as from the beginning by relation to avoid all intervenient eſtates and charges whatſoever.

And in like manner it is, if one for no cauſe, or for no conſideration, as [becauſe he is of his antient acquaintance, or becauſe there has been entire love or great familiarity between them, or becauſe he has been his chamber-fellow, ſchool-fellow, or fellow-ſervant, or becauſe he has done

done him good ſervice, or becauſe he was his maſter and taught him, or to the end that he may pay his debts and legacies, and diſcharge his funeral expences, or for divers good cauſes and conſiderations]; if one for any of theſe, or any ſuch like cauſe and conſideration, covenants with another that he will *ſtand ſeiſed* of his land to the uſe of that other and his heirs, or that he and his heirs ſhall have the land, &c. by this covenant, whether it be inrolled or not, no uſe at all will riſe. *Plow.* 302. 21 *H.* 7. 20.

So if one covenants to *ſtand ſeiſed* to the uſe of *J. S.* (who is a baſtard ſon) and his heirs, no uſe will ariſe thereby; and yet, perhaps, upon ſuch a covenant as this, whereupon no uſe or eſtate ariſes, an action of covenant may lie. *Dyer* 374.

But if one [in conſideration of nature, kindred, blood or marriage with one's ſelf, or any of his blood, payment of debts, or for the like cauſe] or without any ſuch expreſs conſideration at all, covenants to *ſtand ſeiſed* to the uſe of himſelf, his wife, children, brothers, ſiſters or couſins, or their wives; theſe are good conſiderations, and the uſes and eſtates thereupon thus raiſed and made are good.

And therefore if one covenants by his deed, without expreſſion of any conſideration, to ſtand ſeiſed of his land to the uſe of himſelf for life, and after of his wife for life, and after of his child in tail or for life, and after of his brother in tail or for life, or in fee, or in any ſuch like manner; theſe uſes will ariſe, and the eſtates will be well made hereby accordingly. 7 *Co.* 11. 10 *Co.* 143. *Co.* 83, 154. *Plow.* 301. *Lit.* § 284.

So if I agree with another, that if he marries my daughter, that from the time of the marriage they ſhall have my land to them and their heirs; in this caſe, and by this agreement, if he marries my daughter, they will have my land according to the agreement.

So if I being about to marry with a woman, covenant with *J. S.* to ſtand ſeiſed of my land to the uſe of myſelf for life, and after to the uſe of the woman I am to marry, for her life, and after to the uſe of the heirs of my body begotten on her; theſe are good uſes and eſtates that are made by this covenant. *Plow.* 301. *Bro. Feoffment al' Uſes* 49.

But here by the way this difference muſt be obſerved, where a man covenants, in conſideration of a marriage to be had, to ſtand ſeiſed to uſe, and the marriage doth not take effect, there no uſe ſhall ariſe. *Car. J.* 10 *Car. B. R. Hoſkin's* caſe.

So alſo if the parties diſagree at their age of conſent; and ſo was it held in the lord *Herbert's* caſe.

But where one covenants to make a *feoffment*, or levy a *fine* to ſuch uſes, and the feoffment is made, or fine levied accordingly; there notwithſtanding the marriage does not take effect, yet the uſe ſhall ariſe; for there he is in by the fine or feoffment, in which caſe there needs no conſideration.

And therefore if *A.* covenants with *B.* that in conſideration *C.* is his kinſman, and in conſideration of a marriage to be had between *C.* and *E.* he will make a *feoffment* and other aſſurances to the uſe of himſelf for life, the remainder to *C.* and *E.* and the heirs of their two bodies, and after aſſurances are made accordingly by fine or feoffment, but they do not intermarry, but marry others; in this caſe notwithſtanding *E.* ſhall have a moiety of the land.

So

So if I covenant (in conſideration of the love I bear to my wife) to ſtand ſeiſed to the uſe of her and the heirs of my body upon her begotten, and after to the uſe of my brother; hereby the uſe will riſe to my brother alſo, although he be not within the expreſs conſideration.

So if one covenants with his two ſons, for the love he bears to them, to ſtand ſeiſed of his land to the uſe of himſelf for life, and after to his wife for life, and after to his two ſons in tail, one after another; in this caſe the conſideration is ſufficient to raiſe the uſe to the huſband and wife alſo. 7 *Co.* 40 11 *Co.* 24. *Dyer* 374.

So if one (in conſideration of the love he bears to his brother) covenants to ſtand ſeiſed to the uſe of his brother, and the wife of his brother for life, or in tail; in this caſe the conſideration is ſufficient to raiſe the uſes to them both.

So if I covenant (in conſideration of the marriage of my ſon with the daughter of another) to ſtand ſeiſed to the uſe of myſelf for life, and after to my ſon and his wife in tail; theſe are good uſes, and will riſe accordingly. *Plow.* 307.

If I covenant with *J. S.* to ſtand ſeiſed to the uſe of him, his executors, *&c.* (he being none of my kindred) for twenty years, and after to the uſe of my ſon in tail; in this caſe the uſe will not riſe to *J. S.* but it will riſe to my ſon well enough.

For although the conſideration of money given by one may be a conſideration to all the eſtates, yet the conſideration of blood, *&c.* is ſingular, and will raiſe the uſe of that only to which it goes.

But if I covenant with *B.* in conſideration of the marriage of my ſon with the daughter of *B.* to ſtand ſeiſed to the uſe of *R.* (a ſtranger) for life, and after to the uſe of my ſon and his wife in tail; in this caſe the uſe ſhall riſe to *R.* although he be a ſtranger, and that for the ſupportance of the remainder, which cannot be without a particular eſtate; and in all theſe and in ſuch like caſes no inrolment of the deed is neceſſary. *Plow.* 307. *Dyer* 174.

If I (in conſideration of 10*l.* given to me by my ſon) covenant with him to ſtand ſeiſed of land to the uſe of him and his heirs; in this caſe the uſe will riſe without inrolment by the implied conſideration, becauſe there is an expreſs conſideration; *Et expreſſum facit ceſſare tacitum.* 11 *Co.* 24, 25. 7 *Co.* 40.

And yet if I covenant, that in conſideration that *J. S.* is my ſon, and hath paid me 10*l.* that I will ſtand ſeiſed of the land to the uſe of him; in this caſe the uſe will riſe without inrolment.

And if I covenant (in conſideration of 100*l.* and of a marriage) to be ſeiſed to the uſe of myſelf for life, and after of my ſon in tail; hereby the uſe is raiſed, and the poſſeſſion charged without inrolment. Laurel's caſe. *T.* 3 *Jac. R. R. Plow.* 4. *Bro. Feoffment al' Uſes* 15.

So alſo where a *feoffment* is made, *fine* levied, or *recovery* ſuffered, and no uſe declared thereupon, and the ſame is without any conſideration of fine or rent; by this the uſe is not changed; for it reſults to the feoffor, conuſor and recoveree, and he hath the eſtate as he had it before; but if in theſe and ſuch like caſes there be but a penny or a penny-worth of conſideration given, or any rent reſerved upon the feoffment, the uſe will riſe well enough to the feoffee, *&c.*

And if any tenure be created, as where a gift in tail, leaſe for life or years is made; in theſe caſes, although there be no conſideration given, yet the uſe will riſe well enough to the donee or leſſee, and eſpecially if any rent be reſerved, for that is a kind of conſideration: but if a leſſee for years grants over his term to another without any conſideration at all, it ſeems by this no uſe at all will riſe to the grantee, and therefore that the grantee ſhall hold it to the uſe of the grantor; *ſed quære.* *Co.* 24. *Doct. & Stud.* 97. *c.* 26. 99. 101. *c.* 21. *&c.*

If uſes are limited without conſideration, they are void; and the eſtate returns to the covenantor again, or rather was never out of him. 1 *Vent.* *Pibus* and *Midford.* *Mod.* 159. 160, *&c.*

There are no conſiderations at this day to raiſe uſes upon covenants but *natural love* and *affection*, which is for *advancement of blood*, or conſideration of *marriage*, which is joining of blood and marriage together: other conſiderations, as *money* for land, or *land* for land, though the words are *ſtand ſeiſed to uſes*, yet they are *bargains and ſales*, and without inrolment they will raiſe no uſe. *Carter* 139. *Vide* 1 *Leon.* 138. to 201.

If I covenant that *A.* a ſtranger ſhall have my land to him and his heirs to pay my debts and legacies; the ſame is by way of bargain and ſale, and nothing paſſes without inrolment. 1 *Leon.* 201.

Seventhly, *In reſpect of the Manner and Frame of the Words uſed in raiſing of Uſes, and what Manner of Uſes may be made or not.*

The ſeventh thing whereunto reſpect is to be had, is the manner and form of words uſed in the making and raiſing of uſes, wherein there is much regard to the mind and intention of parties: for,

If one covenants in conſideration of 20*l.* paid him by *J. S.* to *ſtand ſeiſed* of land to the uſe of *J. S.* and his heirs; or if one covenants that *J. S.* and his heirs ſhall have his land; if this deed be inrolled, this is a good *bargain and ſale* to raiſe the uſe, and will do it as well as when it is made by the words *bargain and ſell.* 8 *Co.* 94.

So if one for good conſideration, by the words *demiſe* and *grant*, makes a leaſe of his land for a term of years; hereby the uſe will riſe to the leſſee as well as if the leaſe were made by the words *bargain and ſell*, *& ſic de ſimilibus.*

And yet if one by the words *bargain and ſell*, conveys his land to his ſon, no uſe will riſe by this, except there be money paid, and the deed be inrolled.

And if one in conſideration of money grants his land to his ſon, or any other, by the word *infeoff*, no uſe will riſe by this unleſs livery of ſeiſin be made thereupon, becauſe the intent of the parties in theſe caſes appears to be to paſs it in another manner.

And if in the laſt caſe livery and ſeiſin be made, then the uſe ſhall be guided by law, that is, if nothing be given, it ſhall be to the uſe of the feoffee

feoffee, and not amount to a limitation of uſe to the ſon. *Wards* v. *Lambert*, *C. B. Paſ.* 37 *Eliz.* *Stile*'s caſe. *Vide* 2 *Co. Rowland Hayward*'s caſe.

If one covenants with his ſon that his land ſhall remain, or that his land ſhall deſcend to him; this is a good covenant to raiſe the uſe according to the limitation.

And yet if one covenants with his ſon upon his marriage, that his land ſhall remain, revert or deſcend to his ſon in fee, or in fee-tail; by this no uſe will be raiſed, becauſe it is ſo incertain; but, perhaps, this may amount to a covenant, whereupon the ſon may have an action of covenant.

If I covenant for me and my heirs, that I and my heirs, and all others that are ſeiſed, ſhall be thereof ſeiſed to the uſe of, &c. this is a good covenant to raiſe the uſe, although it be in words of the future tenſe. 21 *H.* 7. 18. *Plow* 301. 308. *Bro. Feoffment al' Uſe* 16.

If I covenant with my eldeſt ſon, and ſtrangers, to convey my land to the ſame ſtrangers, to the uſe of myſelf for life, and after of my ſon in tail, &c. and I grant by the deed, that the ſaid perſons ſeiſed of the ſaid land ſhall be from thence ſeiſed to the ſaid uſes, and no other uſe, and no other conveyance is made; it ſeems this is ſufficient to raiſe the uſe.

And yet if I be ſeiſed of land in fee, and covenant with *J. S.* that *A. B.* and *C. D* and their heirs, ſhall ſtand and be ſeiſed of this land to the uſe of, &c. it ſeems this is not a good covenant to raiſe the uſes. *Dyer* 874.

If a feoffment or other conveyance be made to the uſe of the feoffor and the heirs of his body, on the body of *M.* the wife of *S. T.* and for default of ſuch iſſue, to the uſe of him and the heirs of his body of *S.* the now wife of *W. K.* and for default of ſuch iſſue, then to the uſe and performance of his laſt will for ten years immediately after his death, and after the term ended, to the uſe of the feoffees and their heirs during the life of *W.* (eldeſt ſon of the feoffor) and after his death, to the uſe of the firſt iſſue male of the body of the feoffor lawfully begotten, and the heirs of the body of ſuch firſt iſſue male; and for default of ſuch firſt iſſue male, to the ſecond iſſue male, &c. (in the ſame manner) theſe are good limitations of uſes. *Co.* 120.

So if an uſe be limited to *J. S.* for life without impeachment of waſte, and after to the uſe of *B.* and *C.* their executors and adminiſtrators, for the term of twenty years, and after to the uſe of *C.* and the heirs male of his body, &c. theſe are good uſes. *Co.* 90.

So if an uſe be limited after this manner, *viz.* to the uſe of a man's laſt will and teſtament; or to the uſe of ſuch perſon or perſons, and of ſuch eſtate and eſtates as he ſhall limit and appoint by his laſt will and teſtament; or to the uſe of ſuch perſon or perſons, or to ſuch uſes and purpoſes as he ſhall by any writing under his hand and ſeal declare and appoint; theſe are good limitations. 6 *Co.* 18. *Lit.* 462, 463.

If I covenant with another in conſideration of blood, &c. that I will ſtand ſeiſed of my land to the uſe of ſuch of my ſons, or ſuch of my couſins, as the covenantee ſhall name; in this caſe, after a nomination made, the uſe will riſe well enough.

But if I (for and in conſideration of 10*l.* or the like good conſideration) covenant to ſtand ſeiſed of land to the uſe of ſuch perſons as the

covenantee ſhall name; in this caſe, although the covenantee nominates ſome of my couſins, or blood, yet no uſe will riſe by this for the incertainty of it.

If a feoffment or other conveyance be to the uſe of *J. S.* and his heirs, provided that if the feoffor pays 10 *l.* at ſuch a day, that then it ſhall be to the uſe of the feoffor and his heirs; this is a good limitation, and the uſe will riſe accordingly. *Co.* 176.

An uſe may be limited to a woman *durante viduitate ſua*, and this is good. 4 *Co.* 3.

If a man be ſeiſed of two manors, and covenants to ſtand ſeiſed of the ſame to the uſes following, *viz.* of the one to the uſe of the covenantor for his life, and after to the uſe of his wife for life, and after to the uſe of his eldeſt ſon in tail, *&c.* and for the other manor, to the uſe of the ſecond ſon in tail, *&c.* theſe are good limitations, and the uſes will riſe accordingly 11 *Co.* 23.

If a man ſeiſed of land in fee, agrees with another that a *fine* ſhall be levied of it, and that the ſame ſhall be to the uſes following, *viz.* that *J. S.* (the conuſor) ſhall have one yearly rent of 50 *l.* during his life, to be iſſuing out of the ſame land; and as touching the land charged with the rent, *&c.* to the uſe of *J. D.* (the conuſee) until default of payment of the ſaid yearly rent, and then to the uſe of *J. S.* and his heirs for ever; this is a good limitation, and the uſe will riſe accordingly; *et ſic de ſimilibus.* 2 *Co.* 69, 70.

If a feoffment be made by *J. S.* to the uſes in certain indentures *tripartite* of the ſame date, and therein is declared that it ſhall be to the uſe of *A.* for life without impeachment of waſte, and after to the uſe of ſuch farmers or tenants to whom he ſhall demiſe any part of the premiſſes for life or lives, or for any term of years, as in any ſuch demiſe ſhall be limited and appointed, and after to the uſe of the performance of the laſt will of the ſaid *L.* and to the uſe of ſuch perſon or perſons ſeverally to whom the ſaid *L.* by his laſt will and teſtament ſhall appoint any eſtate, and after to the uſe of, *&c.* theſe are good uſes, and the eſtate ſhall riſe accordingly. 10 *Co.* 78.

An uſe may be limited upon condition, and the condition may be annexed to one of the uſes, and not unto another. 4 *Co.* 24.

If lands be conveyed to *J. S.* and the heirs of his body, to the uſe of *J. S.* and his heirs, or to the uſe of a ſtranger and his heirs; this uſe will not riſe in this manner.

And yet if lands be conveyed to *J. S.* and his heirs, to the uſe of him and the heirs male of his body, and after to the uſe of a ſtranger and his heirs; it ſeems this is a good limitation. *Co. Lit.* 19.

If one grants lands by deed to huſband and wife, to have and to hold to the uſe of the huſband and wife, and of the heirs of their two bodies; this is a good eſtate-tail by this limitation, although he does not ſay *habendum* to them and their heirs, *&c.* but *habendum* to their uſes; but it would be otherwiſe if the uſes were limited to a ſtranger in this manner. Adjudged *H.* 6 *Car. B. R.*

If lands be conveyed by *J. S.* to *J. D.* to the uſe of *J. S.* or to the uſe of his wife for life, or to the uſe of any other for life, the remainder to another in tail or for life, the remainder to a third, his executors, *&c.* for ſix months, and after the ſix months ended, to the uſe of a fourth

and

and his heirs; theſe are good limitations, and the eſtates will riſe accordingly. *Dyer* 314.

If an uſe be limited to the conuſee of a *fine*, or a recoveror in a *recovery* until he makes a leaſe for forty years, and after to the uſe of the recoverees or conuſors and their heirs; this is a good limitation, and the uſe will riſe accordingly. *Dyer* 290.

Contingent uſes, or uſes *in poſſe*, may be created as well as uſes *in eſſe*; and therefore if lands be conveyed to the uſe of a man and the wife he ſhall afterwards marry, or to the uſe of his firſt, ſecond or third wife, or to the uſe of *J. S.* for life, and after to the uſe of the right heirs of *J. D.* and *J. D.* is then living; or to the uſe of *J. S.* for life, and after to the uſe of him that ſhall be his firſt heir male, and the heirs of the body of ſuch heir male, *&c.* all theſe and ſuch like are good uſes; but they are uſes at the common law ſtill, and are not executed by the ſtatute until they come *in eſſe*. *Co.* 135. in *Chudleigh's* caſe.

Eighthly, *In reſpect of the Nature and Quality of the Uſe.*

The laſt thing whereunto reſpect is to be had, is the nature and quality of the uſe.

And herein obſerve, that a man may at this day by act executed in his life-time, or by his laſt will and teſtament at his death, give his lands, tenements or hereditaments to any perſon or perſons *not corporate*, and their heirs, for any *religious*, *charitable* or *civil uſe*, as well as for any private uſe.

And therefore a man may ſo diſpoſe of his lands for the finding of a *preacher*, erecting or maintenance of a *ſchool*, relief and comfort of maimed *ſoldiers*, ſuſtenance of *poor* people, reparations of *churches*, *highways*, *bridges*, diſcharging of the *poor* inhabitants of a village of the common charges, to make a ſtock for poor *labourers* in huſbandry, and poor *apprentices*; and for the *marriage of* poor *virgins*, or other ſuch like uſes; and theſe uſes are not prohibited by any ſtatute.

And it is good policy upon every ſuch *feoffment* or eſtate to reſerve to the feoffor and his heirs ſome ſmall rent, or to ſet down ſome ſmall conſideration.

But theſe uſes are not ſuch uſes as are executed by the ſtatute of uſes, neither are they to be reſembled to the uſes aforeſaid; for in theſe caſes if there be any miſimployment of the lands, or breach of the truſt by the parties truſted, redreſs is to be had by the lord chancellor by a ſpecial courſe of proceeding: For which ſee the ſtatutes of 39 *Eliz. c.* 3. *Co.* 26. 8 *Co.* 131. 4 *Co.* 113.

Charitable uſes.

Dr. *Downham* having given ſeveral lands to charitable uſes, for the maintenance of a maſter and uſher of a *free ſchool*, *&c.* and they being incorporated, in conſideration of a ſmall fine, and ſurrender of a former leaſe, granted a long term of years in the lands to *W. R.* at a great undervalue: This was found by inquiſition, upon a *commiſſion of charitable uſes*; whereupon the leaſe was ſet aſide, and the leſſee decreed to deliver up

up the poſſeſſion, and pay the arrears of rent according to the to the full value. *Vern.* 415.

No agreement of pariſhioners, where there are *parochial charities* given to certain uſes, can alter or direct them to other uſes; for if they might change and apply the charities as they thought fit, it would be a great ſtep towards deſtroying all charities.

A corporation for a charity are but truſtees, and may improve the ſame, but cannot do any thing to the prejudice thereof, or in breach of the rules of the founder. *Vern.* 42, 44. 2 *Vern.* 412.

Money given *to a pariſh generally*, without ſaying to what uſe, was decreed to the *poor* of the pariſh, on the miniſter, churchwardens and overſeers of the poor exhibiting a bill in chancery, and ſuggeſting that the teſtator intended it for the benefit of the poor. It was objected againſt this decree, that the deviſe was void, there being no uſe limited touching the legacy, whether it was for the poor, or for the repair of the church or highways, &c. *Chan. Ca.* 155. *Vide Abr. Ca. Eq.* 97, 68.

The ſtatute 9 *Geo.* 2. *c.* 36. reſtrains and makes void the diſpoſition of lands, or ſums of money, &c. to be laid out in lands to *charitable uſes*, unleſs it be by deed indented and executed before two witneſſes twelve months before the death of the donor, and inrolled.

But this act is not extended to the two univerſities, or the colleges of *Eton*, *Wincheſter*, or *Weſtminſter*.

The deviſe of a *charity* not good at law, by reaſon of the miſnaming of the deviſee, &c. has been held a good limitation in equity, within the ſtatute of charitable uſes; which ſtatute ſupplies all defect of aſſurance, where the donor is of capacity to diſpoſe: and legacies given to charitable uſes are more favourably conſtrued than all others. *Finch's Rep.* 221. 2 *Vern.* 230. 2 *Vern.* 755. *Abr. Ca. Eq.* Tit. *Charity*.

Pious uſes.

Pious uſes are wholly ſubject to the *chancery*.

And no *appeal* lies to the houſe of lords from a *ſentence* by the *delegates*, or a *decree* of the lord chancellor, upon the ſtatute of charitable uſes.

Alſo the *decree* on hearing exceptions being once confirmed by the chancellor, there can be no rehearing, for that is final by the act of parliament. 2 *Vern.* 118. 2 *Chan. Ca.* 32.

Superſtitious uſes.

If any man has heretofore given, or hereafter ſhall give, any lands, tenements or hereditaments, by act executed in his life, or by his laſt will at his death, to any perſon ſingular or corporate, in fee-ſimple, fee-tail, for life or years, to the intent or upon condition to maintain any *ſuperſtitious uſes*, as to find a chaplain, and have the ſervice of a prieſt to ſay *maſs*, or to have a prieſt or other man *to pray for the ſoul* of any dead man in ſuch a church or other place; or to have or maintain *perpetual obits*, *lamps* or *torches*, &c. to be uſed at certain times to help to ſave the ſouls of men out of the ſuppoſed *purgatory*; all theſe and ſuch like uſes are void; and the lands that are ſo given to ſuch ſuperſtitious uſes, are to be forfeited, and given to the king, and he ſhall have them; and yet if ſo that there be any *charitable* uſe intermixed with the *ſuperſtitious* uſe, and they may be diſtinguiſhed, the king ſhall have only ſo much as is given to the ſuperſtitious uſe, and not that which is given,

ven to the charitable uſe alſo: for which ſee *Adams* and *Lambert*'s caſe at large. 4 *Co.* 104. & *ſtat.* 15 *R.* 3. *c.* 5. 37 *H.* 8. *c.* 4. 1 *Ed.* 6. *c.* 14.

A *deviſe* to *ſuperſtitious uſes*, is where it is to find a prieſt to pray for the ſouls of the dead; &c. and the lands or goods ſo deviſed are forfeited to the king by the ſtatute 1 *Ed.* 6.

But if land is given to find an *obit*, and for another good uſe; if there is no certainty how much ſhall be employed to the *ſuperſtitious uſe*, the gift to the good uſe ſhall preſerve the whole from forfeiture. 2 *Roll.* 235. See 2 *Vern. Rep.* 266. *Abr. Ca. Eq.* Tit. *Charity.*

A *lecture* is not within the ſtatute of 43 *Eliz.* of *charitable uſes*, but that ſtatute took pattern from 1 *Ed.* 6. *c.* 14. againſt *ſuperſtitious* uſes, and here the charity is miſtaken.

But where a gift is of 10 *l. per ann.* to maintain a *ſuperſtitious uſe*, ſo long as the law would allow it; when the law did abrogate that ſuperſtition, it was turned to a good uſe, and decreed to be, to maintain a catechiſt there, to be approved of by the biſhop. 2 *Chan. Ca.* 18. *Abr. Ca. Eq.* Tit. *Charity.*

(L) *Of Deeds declaring (or leading) the Uſes of Feoffments Fines or Recoveries.*

AS to a declaration of uſes, *i. e.* the manifeſtation or agreement of the parties to what uſes and intents the aſſurance made ſhall be, obſerve theſe things:

Firſt, *On what Aſſurance Uſes may be declared.*

Uſes may be declared or averred on a *fine*, *feoffment*, or *recovery* of land; but on a *bargain and ſale* of land no uſe may be declared or averred, but what the law doth make.

And upon a *covenant of uſes*, no other uſe may be declared or averred but what is contained within the ded. *Co.* 175, 176. *Dyer* 169.

Secondly, *Of declaring the Uſe according to the Eſtate the Party has in the Land.*

Every one may declare and diſpoſe the uſe of land according to the eſtate he has in the land; for the declaration and diſpoſition of the uſe enſues the ownerſhip of the land, *ſicut umbra ſequitur corpus.*

And

And at this day the uſe draws the land to it, as the body or principal the ſhadow or acceſſary.

And therefore the owner of the land, or he from whom the land moves, ought to limit and declare the uſe of the land; as if the huſband and wife levy a fine of the land whereof he is ſeiſed in the right of his wife, the huſband alone may declare the uſe of this fine, and this declaration ſhall bind the wife, although her aſſent to the limitation of the uſes do not appear, if her diſſent doth not appear; but in this caſe it is moſt proper to have a declaration of the uſes by the huſband and wife both; for ſhe alone, becauſe ſhe is *ſub poteſtate viri*, cannot alone declare or limit any uſe; neither can the huſband alone limit any uſe againſt her good will, becauſe he hath not the eſtate of the land.

And therefore if *A.* and *B.* his wife be ſeiſed of land in the right of his wife, and ſhe without the conſent of her huſband covenants by indenture with *C* and *D.* 14 *Martii* 14 *Eliz.* that a *fine* ſhall be levied of this land, and that it ſhall be to the uſe of herſelf for life without impeachment of waſte, and after to the conuſees for their lives, to the intent that they ſhall ſuffer *J S.* to take the profits for his life, with divers remainders over; and afterwards, and before the fine levied, the huſband alone by another indenture, 13 *February* 22 *Eliz.* (wherein the wife is named a party) without the conſent of his wife, does agree that a fine ſhall be levied to the uſe of him and his wife, and after to the uſes limited by the wife's indenture, and after the fine is levied accordingly; in this caſe, although the variance be in one particular only, and the limitations in all the reſt of the uſes and eſtates do agree, yet all the ſame limitations by both indentures are void, and the uſe upon the conveyance is left to conſtruction of law, and therefore ſhall be to the wife and her heirs for ever.

And yet if the huſband and wife agree in limitation of the uſes for part of the land, and differ in the reſt, the limitations for ſo much as they agree in are good, and void for the reſidue.

And in theſe caſes where the declaration is good, the wife and her heirs ſhall be bound by it.

So if two *jointenants* are, and they and two others, having ſeveral eſtates, join in a fine and one of them declares the uſe in one manner, and the other declares the uſe in another manner; this declaration is good for either of their parts, for the declaration ſhall be governed according to their eſtates.

And if an *infant*, or a man, *de non ſane memorie*, declares the uſe of a fine levied by him; this declaration is good, and ſhall bind him ſo long as the fine ſhall continue in force. 2 *Co.* 57. *Dyer* 290. *Hughes's Abr.* 802.

Huſband and wife levied a fine of the lands of the wife, and he alone declared the uſes of the fine; this ſhall bind the wife if her diſſent does not appear; becauſe it ſhall be intended that ſhe did conſent, if the contrary doth not appear; but if the huſband declares one uſe and the wife another, they are both void, becauſe the huſband, though he is *ſui juris*, hath no eſtate in the land, and the wife, though ſhe hath the eſtate, yet ſhe is not *ſui juris*, but under the power of her huſband; and in ſuch caſe the uſe ſhall follow the ownerſhip of the land. 2 *Co.* 89.

Thirdly,

Thirdly, *By what Deed Uſes may be declared.*

A declaration of uſes may be made either by *deed indented* (which is the moſt uſual and ſafe way) or by *deed-poll*; as where the parties by ſuch writing agree that an aſſurance paſſed, or to be paſſed, ſhall be to ſuch and ſuch uſes; as that a *fine* ſhall be levied by ſuch a time, and that it ſhall be to the uſe of one for life, another in tail, another in fee.

Or it may be made by a *verbal agreement* without any writing at all, (ſee the *ſtat.* 4 & 4. *Ann poſt.*) as where an agreement is ſo had and made between two or more, that a *fine* or *recovery* ſhall be had, and ſhall be to ſuch and ſuch uſes, and the ſame is had accordingly; in which caſe this is a ſufficient declaration, being proved; but it is not ſafe in theſe caſes to depend upon ſlippery memory. 2 *Co.* 73.

And the uſe of a fine may be declared by word without any deed: and if there be ſuch a declaration by parol made to lead the uſe of a fine, and it be defective to declare the intent of the parties, it may afterwards be ſupplied and made good by ſubſequent parols. *Style's Reg.* 148. *Mere.*

The uſes of a fine may be levied within the fine itſelf without any indenture. *Hutt.* 212.

An uſe may be averred without a deed upon a fine *ſur render*; for the deed is but to ſhew the intent of the parties, which may appear as well without as by deed. *Poph.* 105.

A general covenant ſhall direct the ſpecial uſes of a fine, and the ſpecial operation thereof, according to the intent of the parties. *Bulſt.* 56.

The render of a fine may not be alledged to any other uſe than what is expreſſed upon the fine without a writ to ſhew for it. *Poph.* 104, 105. 3 *Bulſt.* 318, 319.

A bargain and ſale, fine and recovery made at ſeveral times to one purpoſe, ſhall be eſteemed but as one conveyance. *Bendl.* 101.

Fourthly, *When a Declaration of Uſes may be made.*

A declaration of uſes may be made before, at or after the time of making aſſurance; for an indenture ſubſequent may direct and declare the uſes of a fine precedent.

And therefore one may covenant or agree that *J. S.* ſhall *recover* againſt him, or that he will levy a *fine*, or make *feoffment* to *J. S.* of ſuch land, and that they ſhall be to the uſe of, &c.

And

And if one makes a feoffment, he may declare the uſes of it at the ſame time, and that within the ſame or in another deed, at his pleaſure.

And if the aſſurance be paſt, and no declaration of uſes had before or at the time of paſſing it, a declaration may be ſubſequent, viz. that the ſame aſſurance was and ſhall be, and the recoverors, &c. ſhall *ſtand and be ſeiſed* to ſuch and ſuch uſes; for an indenture *ſubſequent* may direct and declare the uſes of a *fine or recovery precedent*; but obſerve the differences, that when *precedent indentures* are made to direct the uſes of a *ſubſequent aſſurance*, and after the aſſurance is made accordingly, then no averment ſhall be taken by word, that the ſame aſſurance was to other uſes than are declared by the indenture.

But againſt an *indenture ſubſequent*, declaring the uſes of an *aſſurance precedent*, an averment may be taken, that there were other uſes expreſſed and limited before or at the time of the aſſurance than thoſe which are contained in the indenture.

If a precedent indenture be made to direct the uſes of a ſubſequent aſſurance, when the aſſurance comes the land is bound, and the conuſee or recoveree cannot by any act of his, after the recovery had, change or avoid it; but if the declaration be ſubſequent, if in the interim, between the aſſurance had and the declaration of the uſes, the conuſee or recoveree ſells, gives or charges the land to others, this ſubſequent declaration will not ſubvert the mean eſtates, charges or intereſts, unleſs it can be otherwiſe proved, that by a certain and compleat agreement of the parties, the aſſurance was had and made to theſe uſes. 2 *Co.* 70. 6 *Co.* 27, 63. 7 *Co.* 40. 9 *Co.* 8. *Dyer* 136, 290.

By the ſtatute of 4 & 5 *Ann. c.* § 15. Declaration of uſes or trusts by deed made after fines and recoveries, ſhall be good in law, notwithſtanding the 29th of *Car.* 2. *c.* 3. which requires writing to paſs eſtates at the very time of conveyance.

Fifthly, *Of a precedent Agreement for the Limitation of Uſes.*

When an agreement for the limitation of uſes is *precedent*, whether it be by writing or word, it is but *directory*, and does not bind the eſtate until the ſame aſſurance be afterwards had, and therefore by a new agreement or declaration made in the ſame manner as the former, *viz.* in writing, if the former be ſo, and between the ſame parties either before or at the time of the ſame aſſurance paſſed, new uſes may be made and the former uſes changed; but when the ſame aſſurance is purſued accordingly, and no intervenient alteration is made, it ſhall be expounded to be to the ſame uſes, and ſhall bind the parties, and no naked averment ſhall be received of any latter or other agreement contrary to the indentures.

Where an indenture *precedent* is to limit the uſes of a *ſubſequent* fine or *recovery*, and it is not purſued in ſome circumſtance of time, perſon, quantity

quantity or the like; yet if no other new mean agreement may be proved, the aſſurance ſhall be in judgment of law to the uſes contained in the ſame indenture; but if a variance be in theſe particulars, and the form of the indenture be not purſued, there an averment without writing may be taken, that the fine or other aſſurance was to other uſes than are contained in the indenture; and if none ſuch can be made, then it is left to the conſtruction of law.

And therefore if *A.* be ſeiſed of divers manors in fee, and by his indenture dated 10 *Martii* 21 *Eliz.* covenants with *B.* and *C.* that he before the end of *Trinity* term next will by fine or other conveyance aſſure one of theſe manors to them, and that the ſame aſſurance ſhall be to the uſe of *A.* and *E.* his wife, and of the heirs of *A.* and the 28th day the deed is inrolled; and the 29th day of the ſame month he by another indenture covenants with the ſame *C.* and *D.* to convey all the ſame manors to the ſame *C.* and *D.* before the *Annunciation* next, and that the ſame aſſurance ſhall be to the uſe of *A.* and the heirs-male of his body; and for default of ſuch iſſue, to the uſe of divers others in remainder; and by this indenture covenants, that if he ſhall not ſufficiently convey this land by the day, that he will ſtand ſeiſed to the ſame uſes, *&c.* and no fine is levied by the end of *Trinity* term, but 17 *September* following a note of a *fine* is acknowledged to *B.* and *C.* and the heirs of *B.* of the land within the firſt indenture; and the 18th of the ſame month another note of a *fine* is acknowledged to *C.* and *D.* of the ſame and other land in the laſt indenture, and both theſe fines are entered in *octabis Mich.* following; in this caſe theſe fines cannot be executed and declared by both indentures, and therefore it ſeems theſe declarations are void. 2 *Co.* 69, 70. 6 *Co.* 27, 63. 7 *Co.* 40. 8 *Co.* 8. *Dyer* 136. 290.

Where a man makes a feoffment to ſuch uſes as he ſhall appoint in his laſt will, there the uſe and eſtate veſts in the feoffee, and the laſt will is directory. *Co. Lit.* 111. *b.*

Sixthly, *Of the Certainty of the Declaration of Uſes.*

A declaration of the uſes muſt be *certain*, and eſpecially in three things:

(1) In the perſon to whom; (2) In the lands, *&c.* of which, and (3) In the eſtates by which the uſes are declared; and if there want certainty in either of theſe, the declaration is not good; and it muſt be compleat of itſelf without any reference to indentures, or other writings to be made afterwards; for then it is but an imperfect communication, and no compleat declaration.

Where

Where the uſes of a fine are agreed, there it muſt go to the uſes agreed upon; but where no uſes are agreed upon, but only that it is agreed a fine ſhall be levied, and not ſaid to what uſe, or a fine is levied; there the law appoints the uſe according to conſcience. 2. *Ca.* 37, 38. *Dyer*, 18. *Co. Lit.* 271. *Moor*, 472, 473. 842, 843.

More acres of land do not paſs by a fine than the fine names, although the indenture to lead the uſe of it ſpeaks of more acres; for the fine is the foundation of the eſtate, and the eſtate riſeth out of it. *Jenk. Cent.* 6. caſe 45.

If the conuſee of a fine levied of land pays money to the conuſor of the fine at the time of the fine levied, and there be no uſe declared, nor is it ſet forth to what uſe it ſhall be: in this caſe the law will conſtrue the fine to be levied of theſe lands to the uſe of the conuſee to whom the fine is levied.

But if there be no money paid by the cogniſee, nor any uſe declared, it ſhall be to the uſe of the cogniſor who levied the fine; for nothing appears whereby it can be ſuppoſed that the parties had any intention the eſtate in the lands ſhould be altered by the fine, but that the fine was levied in corroboration of the title of the cogniſor. *Bendl.* 134, 135. *Styles's Pract. Reg.* 147.

One ſeiſed in fee as heir of the mother's ſide levies a fine, and declares the uſe thereof to himſelf in fee; this is the old uſe, and there is no diverſity between an expreſs declaration of an uſe, and an implied one. 2. *Will.* 139.

If a recovery declared by a precedent deed muſt be confeſſed and avoided, uſes declared by a ſubſequent deed may be traverſed. *Ld. Raym.* 155, 289.

Uſes of a recovery declared by a ſubſequent deed ought to be directly averred. *Ld. Raym.* 155.

Uſes will not ariſe by parol. *Ld. Raym.* 160.

Where uſes will ariſe without deed. *Ld. Raym.* 290.

The uſes of a deed precedent to a fine cannot be controverted by a parol evidence, unleſs there be a variance in the deſcription of the fine. *Ld. Raym.* 155, 289.

Notwithſtanding a variance between the deed and the fine, yet the fine is by conſtruction of law to the uſes of the deed, if nothing appears to the contrary. *Ld. Raym.* 289.

Infancy or coverture cannot be alledged againſt a deed which leads the uſes of a fine. *Ld. Raym.* 289.

A deed of huſband and wife, that all agreements relating to ſuch lands ſhall ceaſe, will not revoke a former deed leading the uſes of a future fine, unleſs there be a variance. *Ld. Raym.* 289.

Where a fine varies from the deſcription of a former deed a new deed will lead the uſes. *Ld. Raym.* 290.

What deed will lead the uſes of a fine. *Ld. Raym.* 291.

A feoffment or releaſe may be pleaded without ſhewing that they were to the uſe of the feoffee, &c. 2. *Ld. Raym.* 801.

S. conveys to the uſe of himſelf for 99 years, if he ſo long live, remainder to *A.* for 25 years, remainder to the heirs of the body of *S.* for his life, and the remainder to the heirs of his body is void. 2. *Ld. Raym.* 854.

Power

Power of *ceſtuy que uſe* before the ſtatute. 2. *Ld. Raym.* 876.
Deviſe to *A.* and *B.* of intent that they permit *C.* to receive the pro- during his life, and after his deceaſe ſhall ſtand ſeiſed to the uſe of heirs of the body of *C.* with power to *A.* and *B.* to make a join- to the wife of *C.* gives an eſtate tail, executed to *C.* 2. *Ld. m.* 873.
An uſe ariſing out of the eſtate of a releaſe to commence from the th of the tenant in tail is not void. 2. *Ld. Raym.* 782.
Infant covenants to levy a fine, he may declare other uſes when of 2. *Stra.* 94.
A fine levied to the tenant of the *præcipe* in a recovery ſhall be intend- to the uſe of the conuſee. *Stra.* 17.

(M) *Of Averment of Uſes, or the Proof of Uſes by Witneſſes.*

AS to *averment of Uſes*, i. e. *the proof of uſes by witneſſes*, obſerve theſe things: where any uſe is expreſſed upon charter of feoff- no other uſe *contra* or *præter* the uſe which is expreſſed ſhall be mitted.
But in caſes of fines and recoveries wherein no uſes are expreſſed, er uſes than what law-conſtruction will make may be ſhewed and ved to be agreed upon, and the ſame aſſurances ſhall be to ſuch uſes proof ſhall be made to appear to be the intent of the parties; as, If a man and his wife ſell her land for money, and after levy a fine the vendee and his heirs; in this caſe it may be averred it was for ney, and this ſhall carry the uſe to the vendee without any declara- of uſe, which otherwiſe would reſult to the woman and her heirs; yet if a fine be with a grant and render, no averment to prove it e to other uſes than what are contained in the fine ſhall be received. *and Stud.* 95. 2. *Co.* 57. 5. *Co.* 20, 25. 9. *Co.* 8.
And where the uſes of a conveyance be declared by indenture before the time of the ſame conveyance, no averment ſhall be received of other uſes than what are contained in the indenture.
But if the indenture of declaration be ſubſequent, there an averment and ſhall be received, that there were other uſes agreed upon at or re the time of the conveyance made. 9. *Co.* 8.
And where an agreement is made to levy a fine, or ſuffer a recovery re or at a certain time, and that it ſhall be of ſuch and ſuch lands, to ſuch and ſuch perſons; and after it falleth out the fine or reco- is not had by that time, or not of the ſame land, or not between ſame perſons; in theſe caſes an averment may be had of other uſes, of other agreement. 5. *Co.* 26.
No averment of uſes by proof of witneſſes ſhall be admitted againſt uſe expreſſed in a fine, there are other uſes than what the law will e upon the fine may be averred and proved to be agreed upon, and fine ſhall be to the uſes. 5. *Co.* 26, 9, 8, 2, 57.

T. P.

T. P. levied a fine, and afterwards ſuffered a common recovery, wherein the conuſee of the fine was tenant to the *præcipe*, but no uſes of the fine were declared; it was therefore inſiſted, that the uſes of the fine reſulted to the conuſor, and though the intent might be to make him tenant to the *præcipe*, yet ſince the *ſtat.* 29. *Car.* 2. *c.* 3. there ſhall be no averment of an uſe or truſt; but adjudged that at the common law the uſe of a fine was always intended to be in the conuſee, and that this iſſue doth not extend to uſes by operation of law, but to ſuch uſes as are to a third perſon, (*i. e.*) that neither the conuſor or conuſee of a fine ſhall aver the uſes to be to a third perſon; ſo that in the principal caſe the cogniſor was immediately in by the fine, and the cogniſee was a good tenant to the *præcipe*. 2. *Salk.* 676.

(N) *To what Uſe an Aſſurance of Land ſhall be by Conſtruction of Law, and how the Limitation of the Uſes of Land by a Deed ſhall be conſtrued.*

WHERE the uſes of an aſſurance are certainly agreed upon and declared between the parties thereto, there regularly it ſhall ſtand to ſuch uſes as are declared and agreed upon, and to no others.

But if a conveyance be made of land by *fine*, *feoffment* or *recovery*, and no uſes thereof declared and agreed upon, the law will limit and appoint the uſe according to equity and conſcience.

And therefore if a man levies a fine, and makes a feoffment, or ſuffers a recovery of land without any conſideration, the law will adjudge the uſe to be in the *feoffor*, *conuſor* or *recoveree*, who parts with the land.

And ſo if a man makes a feoffment to the intent to perform his laſt will, or to the uſe of his laſt will, or to ſuch perſons as he ſhall limit by his laſt will; in all theſe caſes the uſe ſhall be in the feoffor and his heirs whilſt he lives, to diſpoſe of at his pleaſure. *Doct. & Stud.* 96. *Perk.* § 533. *Co.* 24. *Co. Lit.* 271. *Dyer*, 18. *Crom. Jur.* 62.

And ſo if one makes a feoffment of land to *J. S.* and his heirs, to the uſe of *W. S.* for twenty years, and limits the uſe no further; in this caſe the reſidue of the uſe after the twenty years ſhall be to the feoffor and his heirs.

But if in theſe caſes there be any conſideration of money, or the like, though never ſo little given, or any rent reſerved upon the feoffment, the law will adjudge the uſe in the *feoffee*, *conuſee* or *recoveror*. *Hil.* 37. *Eliz. C. B. Baker's* caſe.

And yet in that caſe alſo if other uſes be expreſſed upon the deed, it ſhall go to the uſes expreſſed; as if *A.* for 20*l.* paid by *B.* infeoffs *B.* and his heirs, to the uſe of *C.* and his heirs. *Doct. & Stud.* 95.

If the huſband and wife levy a fine of the wife's land without conſideration and without any declaration of uſe, the law will adjudge this to be to the uſe of the wife and her heirs; but if they ſell her lands for money

money, and after levy a fine thereof to the vendee; this ſhall be to the uſe of the vendee and his heirs.

And if a man be ſeiſed of land of the part of his mother, and without any conſideration makes a feoffment in fee of it; this ſhall be ſaid to be to his uſe in the ſame nature he had it before.

So if two jointenants be of land, the one in fee-ſimple and the other for life, and they without any conſideration levy a fine of it, and make no declaration of uſe; the uſe ſhall be to them of the ſame eſtate they had before in the land.

So if *A.* tenant for life of land, and *B.* in reverſion or remainder levy a fine of this land generally; this ſhall be to the uſe of *A.* for life, and to the uſe of *B.* in fee afterwards, as it was before.

So if *A.* be ſeiſed in fee of an acre of ground, and he and *B.* join together and levy a fine of it to another without any conſideration; this ſhall be to the uſe of *A.* and his heirs only. 2. *Co.* 57, 58.

If one makes a gift in tail, or leaſe for life or years, although it be without any conſideration of *fine* or *rent*, yet the law will adjudge the uſe in the donee or leſſee, and not in the donor or leſſor. *Perk.* § 533.

If one at this day by *deed indented* bargain and ſell his land to another for money, and limits no eſtate, but the deed is *habendum* to him only, and not *habendum to him and his heirs*, or *to him and the heirs of his body*, or *to him for life*; howſoever in this caſe, before the ſtatute of uſes was made, it was otherwiſe; yet now the common received opinion is that by this there paſſes only an eſtate for life, and not a fee-ſimple. *Dyer.* 539. *Co.* 87. *Cromp. Jur.* 47. 27 *H.* 8. 6.

If a feoffment be made to *J. S.* and his heirs to the uſe of *J. D.* without any more words; by this limitation *J. D.* has only an eſtate for life.

So if a feoffment be made to *J. S.* and his heirs to the uſe of *J. D.* for ever without ſaying *and his heirs*, hereby *J. D.* has only an eſtate for life.

And ſo of other uſes the conſtruction ſhall be according to the rules of law. *Co. Lit.* 42. *Dyer*, 169.

If an eſtate be limited to *J. S.* and his heirs until *A.* ſhall come from beyond ſea, and attain his full age, or die; in this caſe if he comes from beyond ſea, attains his full age, or dies, the uſe ſhall ceaſe. *Paſ. Eliz. B. R.* Ld. *Mordaunt's* caſe.

If one covenants to ſtand ſeiſed to the uſe of *A.* his eldeſt ſon, and the heirs-male of his body, and after to the uſe of *B.* his ſecond ſon in tail, in the ſame manner, or according to the limitation to *A.* by this *B.* has an eſtate-tail to him and the heirs-male of his body. *Hil.* 17. *Jac. B. R. Ridgeway's* caſe.

If a feoffment in fee be made to the uſe of a man and his wife for their lives, and after to the uſe of their next iſſue male to be begotten, in tail, and after to the iſſue of the huſband and wife, and of the heirs of their two bodies begotten, (they having no iſſue male then) by this the huſband and wife are tenants in ſpecial tail executed; and after they have iſſue male they are tenants for life, the remainder to the ſon in tail, the remainder to them in ſpecial tail. *Co. Lit.* 28.

If one makes a feoffment to the uſe of himſelf for life, and after his deceaſe to the uſe of *Alice*, whom he intends to marry, until the iſſue

he

he ſhall beget of her ſhall be of the age of one and twenty years, a after the iſſue comes to that age, then to the uſe of the wife during h widowhood, and the huſband dies without iſſue; by this the wife ſh have an eſtate at leaſt during her widowhood. *Dyer* 300.

If I covenant with *B.* that in conſideration he will marry my daug ter, that from the time of the marriage I will *ſtand ſeiſed to the uſe myſelf for life, and after to the uſe of C. a ſtranger and the heirs male his body, and after to the uſe of* B. *and my daughter and the heirs of th two bodies*; in this caſe although the uſe limited to *C.* the ſtranger void, yet *B.* and my daughter ſhall not have the land till the death *C.* without iſſue, that my heirs ſhall have it till that time. *Co.* 175.

If I covenant with *B.* to ſtand ſeiſed to the uſe of myſelf for li and after my death to the uſe of *C.* a ſtranger for the term of twe years, and after the end of the term to the uſe of my ſon in tail; in t caſe the uſe limited to *C.* is void, and my ſon after my death ſhall h the land.

But if the words of the covenant be, *and after the end of twenty ye* inſtead of *and after the end of the term*, my ſon ſhall have the land u the twenty years be expired. *Co.* 155.

Lands and tenements conveyed upon confidences, uſes and tru are to be ruled and decided (if a queſtion ariſes upon the confidenc uſes or truſts,) by the judges of the law. *Co. Lit.* 271. *b. Ch* 197. *T. Raym.* 317.

The intention of the parties ſhall be obſerved in the creation of uſ but when they are created, they ſhall be governed by the rules of l *Lutw.* 824.

Before the *ſtat.* 27. *H.* 8. *c.* 10. Uſes were to be executed accord to the rules of equity, but now they are reduced to the common l and are to be conſtrued according to the rules of law. 2. *Mod.* 25

(O) *Where and how Uſes of Land may be extinguiſhed and deſtroyed, ſuſpended, or not; and where the antient Uſes ſhall be revived by Entry of the Feoffees, or not.*

ALL ſuch uſes as are not within nor executed by the ſtatute of *H.* 8. but remain at the common law, may be deſtroyed, diſc tinued or ſuſpended, as uſes before the ſtatute might have been; a therefore contingent uſes may be extinguiſhed or ſuſpended at t day.

As if a man ſeiſed of land in fee have three ſons *A. B.* and *C.* he makes a feoffment of his land to divers feoffees, to the uſe of th and their heirs during the life of *A.* and after to the uſe of the firſt that *A.* ſhall beget, and the heirs-male of the body of ſuch firſt ſo or if a feoffment be made to the uſe of a man, and the wife that ſhall marry, or the like; if in theſe caſes the feoffees make a feoffm over before the contingent uſes happen to be *in eſſe*, as before *A.* h

any ſon, or the man takes a wife, &c. although it be to one that has notice of theſe uſes, yet the uſes are deſtroyed for ever, and the feoffees cannot enter and revive them contrary to their own feoffment.

And if in theſe caſes the feoffees before the contingent remainder veſt be diſſeiſed, hereby the uſes are ſuſpended; but then by the reentry of the feoffees the ancient uſes will be revived again.

And therefore if the feoffees releaſe to the diſſeiſor, and ſo bar themſelves of their entry, the uſes are extinguiſhed, and ſhall not be revived; and the party grieved has no remedy but in chancery againſt the feoffees for breach of truſt.

And if the feoffees in the firſt caſe die before *A.* have any ſon born, the contingent remainder is gone.

As where a feoffment is made to the uſe of the feoffor for life, and after to the uſe of the right heirs of *J. S.* in fee, and the feoffor dies before *J. S.* in this caſe the remainder is gone, for a remainder cannot be without a particular eſtate no more of a uſe than of an eſtate made in poſſeſſion, and ſuch a remainder muſt veſt during the particular eſtate, or at leaſt *eo inſtanti* when the particular eſtate ends. *Co.* 120. *Chudleigh's* caſe.

If a feoffment be made to the uſe of *J. S.* and the wife he ſhall afterwards marry, and of the heirs-male of their bodies, and *J. S.* makes a feoffment of this land to another before he takes a wife; hereby the contingent remainder is deſtroyed. *Co.* 136.

If *A.* enfeoffs *B.* and his heirs to the uſe of *C.* and *D.* his wife, and the heirs of the ſurvivor of them, and *C.* makes a feoffment to *E.* and dies, this feoffment deſtroys the contingent remainder. *Hill.* 2. *Car.* in *Scac'* adjudged.

When the eſtate out of which the uſes ariſe is gone, the uſes are gone alſo.

As if a leaſe be made to *A.* for his life, to the uſe of *B.* for his life, and *A.* dies, hereby the eſtate of *B.* is gone. *Dyer* 186.

Alſo uſes of lands may be gone by revocation; *where ſee in the next diviſion.*

(P) *Where a Power to revoke Uſes of Land ſhall be good, and how they ſhall be taken; and what Revocation by reaſon of ſuch Power ſhall be good, and what not.* See 2 *Burr. Rep.* 1136, &c. *Atkyns's Rep.* 558. 2 *Atkyns's Rep.* 88, 172, 353, 414, 565.

PRoviſoes and powers of revocation of uſes of lands very frequent in voluntary conveyances (whether by feoffment or otherwiſe) that paſs lands by way of raiſing of uſes, and are executed by the ſtatute of 27 *H.* 8. and the inheritances of many depend thereupon.

As if a man ſeiſed of land in fee have divers ſons, and he covenants to ſtand ſeiſed of that land to the uſe of himſelf for life, and after of his eldeſt ſon in tail, and for want of ſuch iſſue, to the uſe of his ſecond ſon in tail, &c. with a *proviſoe* that it ſhall be lawful for him at any time

during his life to revoke any of the ſaid uſes, and to limit and appoint other uſes, &c.

Or if *A.* by indenture between him and *B.* his heir apparent an infant, covenants with *B.* for the advancement of his blood, &c. to ſtand ſeiſed to the uſe of himſelf for life, and after to the uſe of his ſaid heir apparent and the heirs-male of his body, and after to the uſe of his right heirs, *provided* that if *A.* by himſelf, or any other during his life, ſhall deliver or offer to *B.* a ring of gold, to the intent to make void all the ſame uſes, that then the ſaid uſes ſhall be void, and he may limit new uſes.

Or if *A.* by indenture covenants with *B.* to *ſtand ſeiſed* to the uſe of himſelf and his wife, and his daughter for their lives, and after, &c. *provided* that if the ſaid *A.* during his life, and after the debts mentioned in the ſchedule annexed to the indenture ſhall be paid, ſhall be diſpoſed to determine, diſannul, change, alter or enlarge, diminiſh or make void the uſes or eſtates, or any of them, of the premiſes, or any part thereof, and by writing indented under his hand and ſeal, ſubſcribed in the preſence of three witneſſes, ſhall declare his mind to do ſo, that then the ſame uſes ſhall be void; all theſe and ſuch like proviſoes being coupled with an uſe, are allowed to be good, and not repugnant to the former eſtates.

But in caſe of ſuch a feoffment or other conveyance whereby the feoffee or grantee is in by the common law, as where *A.* infeoffs *B.* and his heirs to the uſe of *B.* and his heirs, it is ſaid ſuch a proviſoe is merely repugnant and void.

As to theſe proviſoes or revocations obſerve theſe things:

Firſt, Theſe revocations are favourably interpreted, becauſe many mens inheritances depend upon them.

And therefore he that has power may revoke part of the uſes at one time, and part at another time; and the revocation of the old may be made by the making of new uſes without any expreſs revocation.

And by the ſame conveyance, whereby the old uſes are revoked, a new may be created and limited, and then the former uſes ceaſe *facto* by this revocation without any entry or claim; as,

If one covenants to ſtand ſeiſed to the uſe of himſelf and his wife for their lives, and after to the uſe of *A.* his daughter for life, and after to the uſe of *B.* his daughter in tail, &c. *provided* that if he ſhould be minded, &c. he may by writing, &c. make void the ſame uſes, and declare the uſes to others, and he makes void the uſe to his wife at one time and no more, and after by a deed limits and appoints new uſes of the whole by a new covenant to ſtand ſeiſed to other uſes; theſe are good revocations, for there needs no real and expreſs revocation of former uſes, but the creating of new uſes is in law an actual revocation of the old uſes, as the making of a latter is *ipſo facto* a revocation of a former will.

Secondly, The *proviſo* muſt for the ſubſtance of it be purſued in the revocation, and all incident circumſtances thereof muſt be obſerved, as ſealing, ſubſcription of names, witneſſes, and the like, otherwiſe the revocation will not be good.

And therefore if the proviſoe be, that if the covenantor ſhall be minded to revoke, and ſhall declare his mind by writing indented under his hand and ſeal, delivered before three witneſſes, the uſes ſhall be void; in this

this caſe a revocation by word without writing, or by a writing and not indented, or by writing indented and not under hand ſeal, or under hand and ſeal and before two witneſſes only, is not good. *Co. Lit.* 237. 7. *Co.* 11, 12. 10. *Co.* 143. *Co.* 110, 173, 107. *Dyer*, 372.

And yet if a proviſoe be, that if the covenantor ſhall at any time during his life, by writing under his hand and ſeal delivered before two witneſſes, revoke the ſame, *&c.* the old uſes ſhall be void; and the covenantor by his laſt will and teſtament in writing, under his hand and ſeal before two witneſſes, gives the land to another, and makes no expreſs revocation of the former uſes; this is a good revocation in law, *Trin.* 18 *Jac. C. B. Tibbet* and *Lea's* caſe.

If the proviſo be, that if the covenantor be minded at any time during his life to revoke the ſame uſes, *&c.* and ſhall pay or tender to *A. B.* 20*s.* in ſuch a place; in this caſe the tender of this 20*s.* in the place at any time is not good unleſs he happens to meet with *A. B.* in the place, for then the tender at any time is good; but otherwiſe the covenantor muſt give notice to *A. B.* what time he will tender the 20*s.* in that place, otherwiſe the revocation is not good. 8. *Co.* 921.

If one be to marry his daughter to the ſon of another man, and they mutually covenant to ſtand ſeiſed of their lands to the uſes of their ſon and daughter, with proviſo to revoke the uſes with the conſent of the mother, if they or either of them be then living, and one of them dies; in this caſe a revocation by the conſent of the ſurviving mother is ſufficient.

Thirdly, When the covenantor makes void ſuch uſes by virtue of ſuch a revocation, he is ſeiſed again of the land in fee-ſimple, as he was at firſt, without any entry or claim. *Trin.* 18 *Jac. B. R. Savill* and *Darling's* caſe.

Fourthly, This power of revocation, whether it be *preſent*, as thoſe before mentioned, and moſt are, or *future*, as when they are upon contingent; as if the covenantor overlives *J. S.* or the like, when it is reſerved to the party himſelf that made the uſes, and proviſoes are annexed, may by this fine or feoffment be utterly extinguiſhed; as if he makes a feoffment, or levies a fine of land whereunto the uſes and proviſoes are annexed, by this the proviſo is extinct.

And yet ſo as if he makes a feoffment, or levies a fine of part of the land only, this ſhall extinguiſh his power but to that part only: but if a power be reſerved to a ſtranger, a fine or feoffment of him that made it will not extinguiſh it. This power alſo when it is preſent may be extinguiſhed by a releaſe made by him that has the power to any one that hath an eſtate of freehold in the land in poſſeſſion, reverſion or remainder; or it may be avoided by defeaſance whether it be preſent or future. *Co.* 111, 112, 113. *Co. Lit.* 237.

Where the dower is only to revoke, no new uſes can be declared. *Vaugh.* 584.

(Q) *Other Truſts and Confidences of Lands and Chattels real and perſonal; the Nature of ſuch Truſts, the Duty of them that are truſted, and the Remedy to be had againſt them for Breach of their Truſts.*

IF one conveys his land to certain friends in truſt, to the intent that they ſhall convey it to ſuch perſons as he ſhall ſet down in his laſt will and teſtament, or if a man delivers money to a friend in truſt to purchaſe land for him and his heirs, and to the end it may be conveyed to them afterwards:

Or if a man delivers money to his friend to buy land for him that delivers the money in his own name; or if a man enfeoff his friend and his heirs of land, to the intent that he ſhall alien the land to whom *J. S.* ſhall appoint:

Or if land be conveyed to me in mortgage, and I pay all the money, but I, to prevent the jointure of my wife, or for ſome ſuch like cauſe, name a friend joint purchaſer with me, and ſo the conveyance is made to us both; if in any of theſe caſes, or in any other ſuch like caſe, the friend truſted proves falſe, and does not perform the truſt, but turns the profits of the land to his own uſe, or refuſes to ſettle it according to the truſt, or the like, the party grieved muſt have his remedy in chancery; for theſe are not truſts or uſes within the ſtatute, nor ſuch for which there is any remedy at the common law; and in that caſe where the land is ſettled to the intent that the friends truſted ſhall ſettle it where *J. S.* ſhall appoint, if *J. S.* does not appoint how it ſhall be ſettled, the feoffees ſhall have it to their own uſe. *Cromp. Jur.* 48. 51. 58. 59. *Dyer*, 160. *Fitz. Accompt.* 122.

And if a man gives or grants his goods and chattels, as leaſes for years, or the like, to friends in truſt to the uſe of himſelf for life, and after to perform his will, or the like; theſe are ſuch uſes and truſts as are not within the ſtatute of uſes, and for the breach of which there is no remedy at the common law, but in chancery only.

So if an obligation or ſtatute be made to *A. B.* to the uſe of *C. D.* this is a truſt of the ſame nature; and if *A B.* releaſes the obligation without the conſent of *C. D.* or gets the money into his own hands, *C. D.* ſhall have relief in chancery.

And in all theſe and ſuch like caſes, the general rules by which uſes were governed at the common law are ſtill in force, and take place as thoſe by which uſes and truſts are now for the moſt part governed. *Cromp. Jur.* 45 62. 65 *Dyer* 369. 11 *Ed.* 4. 2. 7 *Ed.* 4. 29. *Br. Feoffment al' Uſe* &c.

As *Firſt*, If there be any cauſe to ſue for or about the lands or goods wherewith the parties are truſted; as if they deny or delay to perform the truſt, they muſt be compelled thereunto by ſuit in chancery. 7 *Edw.* 4. 29.

Secondly, The *ceſtuy que uſe*, or party for whom the truſt is, cannot of himſelf diſpoſe of the lands or goods; for the property and intereſt in law is in the truſtees; and if it be an obligation or ſtatute that is made to the uſe of another, *ceſtuy que uſe* cannot releaſe it, but the truſtees muſt releaſe it.

Thirdly,

Thirdly, If the party truſted ſo with lands, goods or chattels, gives, grants or ſells the ſame lands, goods or chattels, to one who has knowledge of the ſame uſes or truſts (as it is always preſumed he has, where the truſts are expreſſed upon the ſame deed by which the lands, goods or chattels, are given or granted) or if the things ſo given or granted, be granted upon the ſame truſts, or to the ſame uſes, or without any conſideration at all; in theſe caſes he to whom the thing about which the truſt is ſhall have the ſame thing upon the ſame truſt, and to the ſame uſe, as he that gave or granted the ſame had it.

But where no truſt or uſe is expreſſed upon the deed, the purchaſer or buyer has no notice or knowledge of the uſe or truſt, and he gives a valuable conſideration for the thing, there for the moſt part the ſale is good; and the party grieved thereby has no remedy but againſt the party firſt truſted in chancery; and the purchaſer ſhall have and enjoy the thing ſo bought to his own uſe for ever; but he that is the party truſted will be forced in chancery to make the party grieved an amends in damages for this breach of truſt: and if there be any practice or combination between the buyer and the ſeller in the matter, there perhaps the ſuit may hold againſt them both, and the buyer may be forced to reſtore the thing itſelf. *Cromp. Jur. Co.* 62, 63. 65. 11 *Edw.* 24.

And yet, if *A.* enters into a ſtatute to *B.* and *C.* to the uſe of *B.* and *A.* having notice of this uſe, gets a releaſe from *C.* in this caſe *B.* ſhall have his whole remedy againſt *C.* and ſhall have no remedy againſt *A.* 11 *Ed.* 4. 8.

Fourthly, If the truſtor or *ceſtuy que uſe* in theſe caſes commits felony, &c. ſo that the things, if he had the property of them, were forfeited; in this caſe it ſeems that neither they nor their heirs, executors, &c. but the lord, &c. ſhall have them, but the truſtees ſhall keep them for uſe. *Bro Feoffment al' Uſe* 34.

Fifthly, If the *ceſtuy que uſe* or truſtor die and appoint how the ſame things ſhall be diſpoſed of, the truſtees are bound to ſee it done; as if the truſtor appoints it ſhall pay his debts, or provide legacies, the party truſted muſt take care it be ſo employed; and in this caſe the creditors and legatees alſo may compel the truſtees in chancery. 15 *H.* 12. *Cromp. Jur.* 54.

Sixthly, In all theſe things regularly the thing whereof the truſt is, is in equity at the diſpoſing of him that is the *ceſtuy que uſe*, unleſs he otherwiſe appoints it; and if at his death he makes no diſpoſition thereof it ſhall go to his heir, executor, &c. *Dyer*, 49.

Seventhly, In all theſe caſes the truſtees ſhall have their reaſonable allowance in chancery for whatſoever they have laid out about the land, &c. in ſuits or otherwiſe for the profit of the truſtor.

Out of all which it appears how dangerous it is for a man to meddle with any lands, goods or chattels ſo conveyed in truſt, for the *ceſtuy que* uſe or truſtees have no property in the thing; and therefore they cannot ſell or give it, and the truſtee has it but to another's uſe; and it is not ſafe therefore to deal with either of them alone, nor yet indeed ſafe to deal at all in theſe caſes, unleſs the buyer may have the conſent, ſale and aſſurance, or the releaſe, &c. of the truſtors and truſtees altogether.

And

And if there be any feme covert, or infant within the truſt, it is moſt of all dangerous. 8 *H.* 7. 11.

And if goods or chattels be given to, or to the uſe of a feme covert or infant, and certain friends are truſted therewith; if they ſell or give away theſe goods or chattels contrary to the truſt, they muſt be ſure to anſwer it:

If therefore they ſell them, let them ſee that the money made thereof be as beneficial, and be beſtowed for the children; for it is not ſufficient in this caſe that the money made thereof be paid to them. 7 *Ed.* 6. 14. *Fitz. Subpœna* 5.

(R) *What Uſes require no Execution by the Statutes of Uſes.*

THERE are uſes which require no execution by the ſtatute of uſes, (27 *H.* 8. *c.* 10.) as when a man conveys land to *J. S.* and his heirs, to the uſe of *J S* and his heirs.

And when lands are conveyed to others in truſt after this or the like manner, *viz.* That the feoffees ſhall take the profits, and deliver them to the feoffor and his heirs; ſuch a truſt is not executed by the ſtatute, but remains as before at common law, and is determinable in equity in the court of chancery. *Cromp. Jur. Co.* 48.

Alſo *leaſes for years* of lands in uſe (which leaſes had their being before, and are granted over in uſe and truſt) are not executed by the ſtatute; and therefore,

If a leſſee for years of lands aſſigns over his eſtate to *A.* and *B.* and their aſſigns, to the uſe of the grantor and his wife; all the eſtate is in *A.* and *B.* and the grantor has nothing but an uſe, for which he has his remedy in chancery only.

And yet if a feoffment be made to the uſe of *A.* and *B.* and his aſſigns for years; this uſe is executed by the ſtatute, becauſe the leaſe had not its being before; and becauſe the words of the ſtatute are, *If any ſhall ſtand or be ſeiſed of any lands*; whereas the leſſee for years of lands that had their being before, was *poſſeſſed only* of his term, and not *ſeiſed* of any freehold. *Dyer* 369. *Cromp. Jur.* 66.

So there ſtill remains an uſe of *goods* and *chattels* perſonal, which is properly called a chancery truſt and confidence; for one may ſtill have ſuch things in truſt, and to the uſe of another. Here ſtill the uſe and poſſeſſion are divided, becauſe not united by the ſtatute. Thus if an obligation, or ſtatute merchant or ſtaple be made to *A.* to the uſe of *B.* this is a truſt of the ſame nature.

And if *A.* releaſes the obligation, *&c.* without the conſent of *B.* or gets the money into his own hands, *B.* ſhall have relief in the chancery.

And when there are other truſts and confidences of lands that are not executed by the ſtatute, or of chattels real or perſonal, and the truſtee proves falſe, or delays to execute the truſt, the party grieved muſt have his

his remedy in equity, for there is no remedy at common law. *Cromp. Jur.* 45. 62.

Lands were deviſed to truſtees and their heirs, in truſt to pay ſeveral legacies and annuities, and to pay the ſurplus of the rents and profits to a married woman during her life, for her ſeparate uſe, or as ſhe ſhould direct, and after her death the truſtees to *ſtand ſeiſed to the uſe* of the heirs of her body, with remainders over; and the queſtion was, whether this deviſe to pay the ſurplus of the rents and profits to the wife was ſuch an uſe or truſt as was executed by the 27 *H.* 8. And it was held by the court, that ſhe had only a truſt for life, and conſequently the heirs of her body muſt take by purchaſe; and the rather in this caſe, becauſe it was limited to the heirs of her body ſeverally and ſucceſſively, as they ſhould be in ſeniority of age and priority of birth, and the heirs of their reſpective bodies iſſuing; and a difference was taken between this caſe and that of *Broughton* and *Langley*, 2 *Salk.* 679. 1 *Lut.* 823. S. C. for there it was to permit *A.* to receive the rents and profits for life; but here it is a truſt in the truſtees to pay over the rents and profits to ſuch and ſuch perſons, and therefore the eſtate muſt remain in them to anſwer theſe truſts, otherwiſe ſhe muſt be the truſtee, contrary to the expreſs words of the will. *Abr. Ca. Eq.* 383, 384.

The father covenanted with *B. G.* that in conſideration of a marriage between his ſon and the daughter of the ſaid *B. G.* that before ſuch a day he would levy a fine of certain lands, which ſhould be to the uſe of the ſon and daughter in tail, *&c.* the fine was acknowledged accordingly; the father died. Adjudged that the deed did not mention any marriage had between the ſon and daughter, yet the eſtate tail was executed in them before the marriage had, becauſe the fine without any conſideration carries the uſes, and they are perfected by the fine, though the conſideration is executed afterwards; but without a fine, ſuch a conſideration would not have raiſed an uſe, for in ſuch caſe the marriage muſt be had, and the conſideration executed before any uſe could ariſe. 3 *Leon.* 138.

In covenant, *&c.* the plaintiff declared that the defendant had bargained and ſold to him (the plaintiff) four meſſuages, by the name of all his lands in *H.* and did covenant to levy a fine of them for farther aſſurance, (but in fact the covenant was to levy a fine of all his lands in *H.*) and ſets forth, that he tendered a fine to the defendant, to be levied by him, of all thoſe four houſes comprehended in the deed; the defendant pleads, that at the time of the covenant he was ſeiſed of two houſes, *&c.* and that the other two deſcended to him afterwards upon the death of his anceſtor, and traverſed that he was ſeiſed of the lands *modo & forma*; and upon a demurrer the defendant had judgment; for that the plaintiff had declared that the defendant was ſeiſed, and ſold him four meſſuages, and that he tendered him a fine of ſo many; and the defendant pleaded, that he was ſeiſed of two, and no more, and ſo would have the fine extend beyond the covenant; and therefore he might well refuſe it when tendered. 1 *Roll. Rep.* 103. 117.

(S) *Remedy at Law as to Uſes, and Queſtions as to them how decided.*

BY the common law *ceſtuy que uſe* had neither *jus in re* nor *jus ad rem*, but only a confidence and truſt, for which he had no remedy; but for the breach of truſt his remedy was only by *ſubpœna* in chancery. *Co. Lit.* 372.

But now the ſtatute of uſes, 27 *H.* 8. *c.* 10. has transferred the poſſeſſion to the uſe. *Co. Lit.* 272. *b. Plow.* 352. *b.* 349. *b. Co.* 121. *a. b.* 122, 127. 2 *Co.* 58, 78. 6 *Co.* 64. 7 *Co.* 34. 1 *Leon.* 196. 2 *Leon.* Caſe 25.

Lands and tenements conveyed upon confidences, uſes and truſts, are to be ruled and decided (if a queſtion ariſes upon the confidences, uſes or truſts) by the judges of the law. *Co. Lit.* 271. *b. Carter* 197. *T. Raym.* 317.

The intention of the parties ſhall be obſerved in the creation of uſes; but when they are created, they ſhall be governed by the rules of law. *Lutw.* 824.

SECT. II.

Of Deeds of Covenant to ſtand ſeiſed to Uſes.

(A) *What a Covenant to ſtand ſeiſed to Uſes is.*

A Covenant to ſtand ſeiſed to uſes is when a man (who has a wife, children, brother, or kindred) by bare covenant in writing under his hand and ſeal agrees, in conſideration of natural love and affection, marriage or other good conſideration, that for their or any of their proviſion or preferment he and his heirs will ſtand ſeiſed of land to their uſes, either in fee-ſimple, fee-tail, or for life.

As to the nature, kinds, &c. *of Uſes, ſee the laſt ſection, where they are fully treated of.*

This covenant to ſtand ſeiſed to uſes is become a conveyance of land ſince the *ſtat.* 27 *H.* 8. *c.* 10. and it needs not be by deed indented and inrolled, which is requiſite to a bargain and ſale of a freehold; *of which ſee the next ſection.*

A covenant

A covenant for a *valuable conſideration* to ſtand ſeiſed to another's uſe, if inrolled, is in the nature of a bargain and ſale. 2 *Inſt.* 672.

(B) *The Things neceſſary to raiſe an Uſe by Way of Covenant to ſtand ſeiſed.*

THERE are five things neceſſary to raiſe an uſe by way of covenant to ſtand ſeiſed.

1. A ſufficient conſideration.
2. A deed.
3. Seiſin in the covenantor at the time of the deed.
4. A clear and apparent intent.
5. Apt and proper words. 1 *Vent.* 140.

(C) *Of the Conſideration in Covenants to ſtand ſeiſed to Uſes.*

IF the party to whoſe uſe one covenants to ſtand ſeiſed of the land is not his wife, or one that he intends to marry, his child, uncle, couſin, or one that his kinſman intends to marry, no uſe will ariſe, and ſo no conveyance.

The law allows in ſuch caſes the conſideration of blood and marriage to raiſe uſes, as well as money, and other valuable or profitable conſideration, when the uſe is to a ſtranger.

But it does not allow any trifling conſideration of ſervice, old acquaintance, &c. *Plow.* 302. 2 *Roll Abr.* 783.

Yet where a man conveys an eſtate of his land to others by feoffment, fine, recovery, or by feoffment, fine or recovery, to the uſe of his laſt will, he may appoint an uſe without conſideration. 2 *Co.* 58. 6 *Co.* 18. *Co Lit.* 271. *b.* *Roll. Abr.* 781.

But in a covenant to ſtand ſeiſed, or in a bargain and ſale, there muſt be a conſideration expreſſed, or ſpecially averred, where the conſideration is general, (as for good conſideration, &c.) though the matter ſo averrred be traverſable. *Co.* 176. 2 *Co.* 15. 11 *Co.* 25.

Always, where there is no tranſmutation of the poſſeſſion, it is neceſſary and requiſite that there be a good conſideration to create an uſe. *Plow.* 202. *b.* 7 *Co.* 13. *b.*

Where there is a covenant to pay certain ſums of money, and a declaration that, if theſe ſums be not paid, the feoffees ſhall ſtand ſeiſed of the premiſſes till they have levied the ſaid ſums; when there is a failure

lure of payment they may enter; and if the heir has not entered upon them they may hold over, *pari ratione* when he continues and receives the profits. *Cart.* 77.

Even if he had aſſigned, or for a valuable conſideration conveyed over the land, after the failure of payment, the feoffee or aſſignee takes the eſtate, ſubject to his uſe, and liable to this charge. *Ibid.*

For a future uſe is a charge and burden upon the land in whoſoever hands it comes, and cannot be deſtroyed. *Cro. Eliz.* 688, 689.

If a man, in conſideration of money received and marriage to be had with his ſon, covenant to ſtand ſeiſed, there no uſe will ariſe to the ſon and woman without marriage, although the money be paid, becauſe the marriage is the principal conſideration in the intent of the parties, and the money is but the acceſſary which attends the marriage; but it would have been good by eſtate executed by fine, feoffment or recovery. *Moor*, Caſe 247.

A covenant to ſtand ſeiſed, *&c.* in conſideration of natural affection to the covenantor's ſon, and of one hundred pounds. *Per Bridgman* —The principal conſideration, (*i. e. the conſideration of blood*) will carry it: And in this deed there is a mixed conſideration, and there needs no inrolment. *Carter* 114.——So adjudged 2 *Vent.* 266. 3 *Lev.* 291. 4 *Mod.* 149.

A. ſeiſed in fee, covenanted to ſtand ſeiſed to the uſe of *B.* in conſideration of payment of his debts out of his own eſtate; this uſe is void, becauſe there was no conſideration on the part of *B.* to raiſe the uſe, the money appointed to be paid being to be raiſed out of the profits of the eſtate of *A.* the covenantor. 1 *Leon.* 194, 195.

A. covenants that in conſideration of diſcharging his funeral expences, and payment of his debts and legacies out of the profits of his lands, and for the advancement of his ſon, that he would ſtand ſeiſed to the uſe of himſelf for life, and after his death to *C.* and *D.* for twenty-five years, and after the end of that term to his ſon in tail: This term of twenty-five years is void for want of a good conſideration, becauſe *C.* and *D.* were ſtrangers to the conſideration, *viz.* To the payment of his debts and legacies. But if they had been executors, whereby they became privy to the conſideration, and chargeable with the payment of the debts and legacies, then the conſideration had been good. *Co.* 154. *a.*

Note; This is in caſe of a term for years where there needs no inrolment.

Money will not raiſe an uſe upon a covenant to ſtand ſeiſed without inrolment. *Leon.* 201.

An uſe will riſe upon a leaſe and releaſe if there be five ſhillings conſideration in the leaſe, and no conſideration at all in the releaſe.

A covenant, in conſideration of the covenantor's natural love and affection to his wife, to ſtand ſeiſed to the uſe of himſelf for life, then to the uſe of the wife for life, with power for her to limit over the eſtate to ſuch perſon as ſhe ſhould appoint; no uſe can ariſe to the perſon appointed. *Fitz Gibs.* 229. *Ca. in Chan. and K. B.* from 4 to 7 *Geo.* 2. 107.

(D) *What*

(D) *What amounts to a Covenant to ſtand ſeiſed, or not.*

A. Seiſed in fee of a reverſion expectant upon an eſtate for life, by deed-poll, in conſideration of natural love to his wife, and *B.* his ſon, begotten on her body, and *C.* his daughter, did give, grant and confirm unto *B.* his ſon, all thoſe lands, *&c.* the reverſion and reverſions, *&c.* To hold to him to the uſes following, *viz.* To the uſe of himſelf for life, and after to the ſaid *B.* in tail, and after to *C.* his daughter in tail. *A.* died, *B.* the ſon deviſed to the leſſor of the plaintiff, and died without iſſue. *C.* the daughter, by pretence of her remainder, entered, againſt whom an ejectment was brought of the demiſe of *B.* the deviſee; there was no execution of this deed but ſealing and delivery. Now the ſole queſtion was, whether this deed amounts to a covenant to ſtand ſeiſed, or is void? Whereupon it was firſt adjudged to amount to ſuch a covenant, but the judgment was afterwards reverſed, and the deed adjudged void, and the reverſal affirmed in parliament. 2 *Vent.* 318, 319.

A rent granted, as well in conſideration of natural affection as for money, amounts to a covenant, to ſtand ſeiſed, and may be ſo pleaded without inrolment. 4 *Mod.* 150.

W. ſeiſed of a reverſion in fee expectant upon an eſtate for life, in conſideration of natural love and affection, did give, grant and confirm to his ſon all thoſe lands, and the reverſion and reverſions, *&c. habendum* to the ſon and his heirs, to the uſe of himſelf for life, and after to the uſe of the grantee (who was his ſon) and the heirs of his body; and for want of ſuch iſſue, remainder to his daughter in tail: There was no execution of this deed by attornment or inrolment, or otherwiſe; this does not amount to a covenant to ſtand ſeiſed. 2 *Vent.* 319.

(E) *Who may covenant to ſtand ſeiſed to Uſes.*

A Man at common law could not during the coverture limit an eſtate to his wife: But now by deed he may covenant to ſtand ſeiſed to her uſe, or make other conveyance to another for the uſe of his wife. *Co. Lit.* 112. *a.* 7 *Co.* 40. *Bract. lib.* 2. *c.* 12.

It

It is requiſite that the covenantor be ſeiſed at the time of making the deed; for a man cannot covenant to ſtand ſeiſed to an uſe of land which he ſhall afterwards purchaſe, or is not then ſeiſed of. 3 *Lev.* 306, 307.

(F) *To whoſe Uſe Covenants to ſtand ſeiſed may be, or not.*

A Huſband may now covenant to ſtand ſeiſed *to the uſe* of his wife, or may make other conveyance to another for her uſe. *Co. Lit.* 112. *a.* 7 *Co.* 40. *Vide Brack. lib.* 2. *c.* 12.

Such covenant may be to the uſe of a ſtranger, but then it muſt be for money, or other valuable conſideration, and not for love and affection, *&c. Vide Co.* 176. 2 *Co.* 15. *Lev.* 55, 56.

A father cannot covenant that his ſon ſhall ſtand ſeiſed of the lands whereof the father is ſeiſed; for a man cannot ſtand ſeiſed of that which he is not ſeiſed of. 3 *Lev.* 306, 307. *Vent.* 140.

See of Conſiderations in Covenants to ſtand ſeiſed to Uſes.

(G) *Of what a Covenant to ſtand ſeiſed may not be.*

A Covenant to ſtand ſeiſed of an office is void. 3 *Mod.* 145.

(H) *What Words amount to a Covenant to ſtand ſeiſed.*

A Settlement was made as follows, *viz. That if I have no iſſue, and in caſe I die without iſſue of my body lawfully begotten, then I give, grant and confirm my land,* &c. *to my kinſwoman* J. S. *to have and to hold the ſame to the uſe of myſelf for life, and after my deceaſe to the uſe of the ſaid* S. *and the heirs of her body to be begotten,* with remainders over, *&c.* The queſtion was, Whether this amounted to a covenant to ſtand ſeiſed,

ſeiſed, ſo as to raiſe an uſe to *S.* without tranſmutation of the poſſeſſion? It is a covenant to ſtand ſeiſed, tho' the formal words are wanting to make it ſo; and ſo it was adjudged. 3 *Mod.* 237. *Comb.* 128. 3 *Salk.* 384.

A man ſeiſed in fee by indenture inrolled within ſix months, for the conſideration of natural love to his daughter, and for the augmentation of her portion and preferment in marriage, and other valuable conſiderations, did *give*, *grant*, *bargain*, *ſell*, *alien*, *infeoff*, and *confirm* to his ſaid daughter and her heirs. The queſtion thereupon was, Whether this be a good deed? *Per Finch* Attorney General—The word *covenant* is not abſolutely neceſſary, ſo that there be other words ſufficient in law to declare the parties' intent, for all words will not ſerve. Adjudged a good deed. All held that words proper for a conveyance at common law will raiſe an uſe, as *demiſe* and *grant* in conſideration of money has amounted to a bargain and ſale. And *per cur'*—If an uſe ſhould not ariſe by ſuch conveyance it would overthrow all conveyances by leaſe and releaſe. *Vent.* 140, 141, 142.

PRECEDENTS

PRECEDENTS OF

Limitations of Uſes and Truſts.

A Limitation to ſeveral Sons for their Lives.

AND it is covenanted, granted, concluded, condeſcended and fully agreed, by and between all the ſaid parties to theſe preſents, for themſelves and their heirs reſpectively, that the ſaid fine or fines, recovery or recoveries, conveyances and aſſurances to be had, made and executed according to the purport and true meaning of theſe preſents, of and in the ſaid manors, lands, tenements, hereditaments and premiſſes, and every of them, and the execution thereof, ſhall be, and for ever ſhall be adjudged, deemed and taken to be; *And alſo* that the ſaid *J. F.* and *F. J.* and their heirs, and the ſurvivor of them and his heirs, ſhall ſtand and be ſeiſed of and in all and ſingular the manors, *&c.* and premiſſes, and of and in every part and parcel thereof, with the appurtenances, to and for the ſeveral and only uſes, behoofs, intents and purpoſes, and upon and under the limitations, proviſoes, conditions and agreements hereafter mentioned, (that is to ſay) of, in and to all the capital meſſuage, *&c.* with the appurtenances, being parcel of the premiſſes, commonly called or known by the name of, *&c.* ſituate, *&c.* now or late in the tenure or occupation of, *&c.* and of, in and to all and ſingular the houſes, edifices, buildings, lands, meadows, paſtures, feedings and hereditaments whatſoever, with the appurtenances to the ſaid capital meſſuage or tenement belonging or appertaining, or therewith now or heretofore uſed, occupied or enjoyed, or accepted, reputed or taken as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders thereof, *To the Uſe* of the ſaid *A. C.* ſon and heir of the ſaid *R. C.* and *B. C.* wife of the ſaid *A. C.* for and during the term of their natural lives, and of the life of the longer liver of them, without impeachment of waſte, during the natural life of the ſaid *A. C.* And from and after, *&c.* to *D. C.* ſecond ſon of the ſaid *R. C.*

A Limitation

A Limitation to the Uſe of the Huſband for Life, and after to the Wife for a Jointure.

—— *To the Uſe* of the ſaid *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waſte, and with full power to do or commit waſte.——*Or thus*, without impeachment of waſte, only in and for the woods, underwoods and timber trees, ſtanding, growing or being, or which at any time hereafter ſhall ſtand, grow or be in or upon the premiſſes before mentioned or any part or parcel thereof: *And* from and after the deceaſe of the ſaid *R. C.* then to the uſe and behoof of the ſaid *B.* his wife, for and during the term of her natural life, in name of her jointure, and in full recompence and ſatisfaction of her dower, which ſhe the ſaid *B.* ſhould or ought to have in or out of the lands, tenements or hereditaments of the ſaid *R. C.* in caſe ſhe ſhall happen to ſurvive the ſaid *R. C.*——*Or thus*, in full recompence of her dower and title of dower to or out of all the manor, &c. whereof the ſaid *R. C.* now hath, or hereafter ſhall have, during the coverture between him and the ſaid *B.* any eſtate of inheritance.

Limitations in Tail to the Brothers of the Feoffor.

—— *To the Uſe and Behoof* of the ſaid *R. C.* and of the heirs male of his body lawfully begotten or to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of *A. C.* brother of the ſaid *R.* and of the heirs male of his body lawfully begotten or to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of *B. C.* another of the brothers of the ſaid *R C.* and of the heirs male of his body lawfully begotten or to be begotten; and for default of ſuch iſſue, then to the uſe and behoof of *C. C.* one other of the brothers of the ſaid *R. C.* and of the heirs male of the body of the ſaid *C. C.* lawfully begotten or to be begotten: And for default of ſuch iſſue, then to the uſe and behoof of the right heirs of the ſaid *R. C.* for ever.

A Limitation

A Limitation for a Uſe in Fee determinable upon a Marriage.

——— *To the Uſe* of the ſaid *R. C.* and his heirs, until the ſaid marriage intended ſhall be had and ſolemnized between him and the ſaid *B. C.* and from and after the marriage had and ſolemnized between him the ſaid *R. C.* and the ſaid *B. C.* then to the uſe of the ſaid *R.* and *B.* for and during the term of their natural lives, and the natural life of the longer liver of them, and from and after their deceaſe to the uſe of the heirs of the bodies of the ſaid *R.* and *B.* between them two lawfully begotten; and for lack of ſuch iſſue to the uſe of the right heirs of the ſaid *R. C.* for ever.

A Limitation of Uſes, and Direction for diſpoſing of Profits during the Heir's Minority.

——— *To the Uſe and Behoof* of the ſaid *R. C.* for and during the term of his natural life without impeachment of or for any manner of waſte; and from and after the deceaſe of the ſaid *R. C.* and during the time that the ſaid *A. C.* ſon and now heir apparent of the ſaid *R. C.* or any other being heir apparent of the ſaid *R. C.* ſhall be under the age of one and twenty years, and until ſome heir of the ſaid *R. C.* ſhall accompliſh the age of one and twenty years, to the uſe of the ſaid *J.* and *F. J.* (the cognizees or feoffees) and the ſurvivor of them, and the heirs of the ſurvivor of them; *To the Intent and Purpoſe*, that the ſaid *J. F.* and *F. J.* and the ſurvivor of them, ſhall and may take, perceive, levy, poſſeſs and enjoy the rents, iſſues, profits, revenues, commodities and emoluments of all and ſingular the ſaid meſſuages, lands, tenements, and other the premiſſes, with the appurtenances, and the to employ during ſuch minority or minorities, as aforeſaid, for and towards the performance, payment and ſatisfaction of all the bequeſts and legacies to be mentioned in the laſt will and teſtament of the ſaid *R. C.* according to the tenor, purport and true meaning of the ſaid *R. C.* in and by his laſt will and teſtament to be declared; and to the end intent and purpoſe, that the ſaid *J. F.* and *F. J.* or the ſurvivor of them, and the heirs of the ſurvivor of them, ſhall and may likewiſe with the rents, *&c.* coming, growing and ariſing of and out of all and ſingular the ſaid meſſuages, tenements, lands and premiſſes, beſtow and diſburſe from time to time, the neceſſary and competent charges in the law, and otherwiſe, for the defence and maintenance of the title and poſſeſſion of all and ſingular the premiſſes, and of every or any part thereof;

thereof; and for the reparation and preſervation of the edifices and buildings in and upon all and every the premiſſes, or any part thereof, meet and fit to be diſburſed and expended, until ſome heir of the ſaid *R. C.* ſhall have accompliſhed the age of one and twenty years; and for the ſurpluſage that ſhall be and remain of all or any of the ſaid rents, iſſues, profits, revenues and commodities, over and above the ſaid legacies, diſburſements and expences, ſo to be deviſed and made as aforeſaid, that the ſame ſhall and may remain and come to the uſe, profit and benefit of the ſaid *A. C.* or any other heir of the ſaid *R. C.* that ſhall accompliſh the full age of twenty one years; and after the ſaid *A. C.* or other heir of the ſaid *R. C.* ſhall have accompliſhed the ſaid age of one and twenty years, that then the ſaid *J. F.* and *F. J.* and their heirs, and the heirs of the ſurvivor of them, ſhall ſtand and be ſeiſed of and in all and ſingular the ſaid meſſuage, *&c.* to the uſe of the ſaid *A. C.* and ſuch other heirs of the ſaid *R. C.* as ſhall ſo accompliſh the ſaid age, and of the heirs male of the body of the ſaid *A. C.* or ſuch other heir; and for want of ſuch iſſue to the uſe and behoof of the right heirs of the ſaid *R. C.* for ever.

A Limitation, after an Eſtate for Life determined, to the Uſe of the Feoffee for Sixteen Years, for aſſuring the Payment of Portions to younger Children.

——— *To the Uſe and Behoof* of the ſaid *R. C.* for and during the term of his natural life, without impeachment of or for any manner of waſte; and from and after the deceaſe of the ſaid *R. C.* then to the uſe and behoof of the ſaid *J. F.* and *F. J.* (cognizees or feoffees) their executors, adminiſtrators and aſſigns, for and during the term of ſixteen years, to commence immediately from and after the deceaſe of the ſaid *R. C. Upon the Truſt* and confidence hereafter mentioned; and from and after the death of the ſaid *R. C.* and determination of the ſaid term of intereſt, to the uſe and behoof of *A. C* eldeſt ſon and heir apparent of the ſaid *R. C.* and of the heirs of the body of the ſaid *A. C.* lawfully begotten; and for default of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid *R. C.* for ever; *And* it is further by theſe preſents covenanted, concluded and declared, by and between all the ſaid parties to theſe preſents, and the intent and meaning of theſe preſents, and of the parties hereunto, is, that all and every the younger ſons, and all and every the daughters of the ſaid *R. C.* which he ſhall have at the time of his deceaſe, and ſhall leave unadvanced and unpreferred by the ſaid *R. C.* ſhall have and receive every of them five hundred pounds a-piece of lawful money of *Great Britain*, ſo that it exceed not the ſum of two thouſand pounds in the whole. And if the ſame exceed the ſaid ſum of two thouſand pounds in the whole, then every of the ſaid ſons and daughters to have a proportionable part of the ſaid ſum of two thouſand pounds which is to be paid, and ſhare and ſhare

alike, equally to be divided between them; and that the ſaid ſeveral ſums of five hundred pounds a piece, or ſum of two thouſand pounds (which of them ſhall become payable, by the intent and true meaning of theſe preſents) ſhall be all paid to the ſons and daughters reſpectively within four years next after the deceaſe of the ſaid *R. C.* by ſuch perſon or perſons which for the time being ſhall have the next and immediate inheritance of the premiſſes, depending and expectant upon the determination of the ſaid term of ſixteen years, limited to the ſaid *J. F.* and *F. J.* and that until default ſhall be made of any of the ſaid payments, which by the intent and true meaning of theſe preſents, are and ought to be made as aforeſaid, to all and every the ſaid children, they the ſaid *J. F.* and *F. J.* their executors, adminiſtrators and aſſigns (according to the truſt aforeſaid, in them and every of them repoſed) ſhall permit and ſuffer the ſaid perſon and perſons, which for the time being ſhall have the next and immediate inheritance of the premiſſes, from and after the determination of the ſaid term of ſixteen years as aforeſaid, quietly and peaceably, from and after the deceaſe of the ſaid *R. C.* to have and keep the poſſeſſion of all and every the before-mentioned premiſſes, and to receive and take the rents, iſſues and profits thereof; and that in default of payment of the ſaid ſum or ſums, or any part thereof, it is meant and intended by all and every the parties to theſe preſents, that the ſaid *J. F.* and *F. J.* and the ſurvivor of them, their or his executors, adminiſtrators or aſſigns, ſhall enter and take the poſſeſſion of the premiſſes, and of every part and parcel thereof, according to the limitation herein before expreſſed; and the rents, iſſues and profits thereof, ſhall employ and convert wholly for and towards the payment of the ſaid ſeveral ſums of five hundred pounds a-piece to the ſaid younger ſons and daughters, or the ſum of two thouſand pounds to be equally divided between them (which of them ſhall become payable, according to the true intent of theſe preſents, together with the intereſt for all and every ſuch ſum or ſums, after the rate of five pounds *per cent.* for every year that the ſame ſhall be unpaid, to be accounted from the end of the four years before mentioned) for the forbearance of the ſaid ſum or ſums, or ſuch part thereof as ſhall be unpaid as aforeſaid; *And* it is likewiſe meant, intended and agreed, that after the ſaid ſum or ſums of money with intereſt for the forbearance thereof; ſhall be fully and truly paid unto the ſaid younger ſons and daughters, they the ſaid *J. F.* and *F. J.* their executors, adminiſtrators and aſſigns, ſhall yield and deliver up the premiſſes, and all their eſtates and intereſt therein, to ſuch perſon and perſons to whom the ſame, next and immediately after the expiration of the ſaid term, by the true intent and meaning of theſe preſents, ſhall appertain, purſuant to the truſt in them and every of them herein and hereby repoſed.

A Limitation

A Limitation of an Uſe to ſuch Perſons, to whom Ceſtuy que uſe *for Life ſhall demiſe the Premiſſes.*

— *To the Uſe* of the ſaid *R. C.* for and during the term of his natural life, and from and after the deceaſe of the ſaid *R. C.* as to ſuch part of the premiſſes as ſhall be by the ſaid *R. C.* by any deed or deeds, by him duly executed during his life, demiſed or leaſed to any perſon or perſons whatſoever, for and during the term of one and twenty years or under, or for and during the term of one, two or three lives, to the uſe of ſuch farmers or tenants reſpectively, for and during their ſaid ſeveral and reſpective terms and intereſts under the reſervations, covenants, proviſoes and conditions in ſuch demiſe or leaſe, demiſes or leaſes to be contained; and from and after the end and determination of the ſaid ſeveral terms and intereſts, as the ſame ſhall ſeverally and reſpectively end and determine, to the uſe and behoof of the heirs of the body of the ſaid *R. C.* and for want of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid *R. C.* for ever; and as to ſuch part of the premiſſes as ſhall not be ſo demiſed or leaſed by the ſaid *R. C.* at the time of his death, to the uſe and behoof of the heirs of the body of the ſaid *R. C.* and for want of ſuch iſſue, to the uſe and behoof of the right heirs of the ſaid *R. C.* for ever.

In Truſt for Maintenance till Portions ſhall be paid.

— *And* upon further *Truſt* and confidence, and to the end, intent and purpoſe, that the ſaid *J. F.* and *F. J.* and the ſurvivor of them, his and his executors, and aſſigns, ſhall and may, out of the rents, iſſues and profits of the ſaid lands, *&c.* ſo to them limited for the raiſing of portions, as aforeſaid, with all and every the appurtenances, levy and pay, or cauſe to be levied and paid, to and for the maintenance of ſuch daughter or daughters as aforeſaid; if there be but one daughter, the ſum of 30 *l. per ann.* and if there be but two or more daughters, the ſum of 20 *l. per ann.* a-piece, until ſuch daughters reſpectively ſhall attain to her or their age of eighteen years, or ſhall be married, and her or their portions be paid as aforeſaid.

How to diſpoſe of Portions if the Daughters die.

— *And* upon this further *Truſt* and confidence, and to the intent and purpoſe, that if it ſhall happen the ſaid *R. C.* do die, having one only daughter of his body, on the body of the ſaid *B.* begotten, then

living or afterwards to be born as aforeſaid, and that the ſaid only daughter ſhall happen to depart this life before ſhe ſhall accompliſh the age of eighteen years, or be married, or if there happen to be two or more daughters of the body of the ſaid *R. C.* on the body of the ſaid *B.* begotten, then living; then if both or all the ſaid daughters ſhall happen to die or depart this life, before either or any of them accompliſh their ſeveral ages of eighteen years, or be married as aforeſaid, that then the ſeveral ſum or ſums of money intended for the portions and advancement of ſuch daughter or daughters as aforeſaid, or ſo much thereof as ſhall be raiſed or levied out of the rents, iſſues and profits of all or any the premiſſes, (all charges and expences defrayed, wherein a full and liberal allowance ſhall be made and given,) ſhall be ſatisfied and paid to ſuch perſon or perſons as the ſaid *R. C.* by any writing under his hand and ſeal, ſubſcribed by two or more credible witneſſes, or by his laſt will and teſtament, to be ſubſcribed as aforeſaid, ſhall limit and appoint, and in default of ſuch limitation or appointment, to the executors or adminiſtrators of the ſaid *R. C.*

That Truſtees, as ſoon as an intended Wife is naturalized, ſhall lay out her Portion in the Purchaſe of Lands, and ſettle the ſame, &c.

—— *Upon Truſt* that they the ſaid truſtees, and the ſurvivors and ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, ſhall, ſo ſoon as the ſaid *C. C. (the intended wife)* ſhall be naturalized, lay out the ſum of —— *(the marriage portion)* in the purchaſe of lands, tenements and hereditaments, and ſettle the ſame to the ſeveral uſes, intents and purpoſes herein before declared and expreſſed, (i. e. *in the recital of the agreement)* with power for the ſaid *R. J.* and *C. C. (the intended huſband and wife)* during their reſpective lives, to make leaſes of the ſaid lands purchaſed, not exceeding —— years, at rack-rent, and ſuch other powers as are uſual in marriage ſettlements.

That till the Marriage Portion be laid out in a Purchaſe, the Intereſt, &c. *to go as after the Purchaſe and Settlement.*

And upon further *Truſt* that until the ſaid ſum of —— ſhall be inveſted and laid out in the purchaſe of lands, to pay and apply the intereſt and produce of the ſaid ſum of —— *(and the dividends of the ſaid* South-Sea *ſtock)* to ſuch perſon and perſons as would be intitled to the rents and profits of the lands, if purchaſed and ſettled as aforeſaid.

That

That the Proceed of Stock, till a Purchaſe made, be applied to Uſes before mentioned.

—— *And upon* this further *Truſt*, that in the mean time, until a convenient purchaſe can be had as aforeſaid, they the ſaid *T. H.* and *H. B.* junior, their executors, adminiſtrators and aſſigns, do and ſhall, from time to time, pay and apply the intereſt and proceed of the ſaid 500 *l.* bank ſtock, to ſuch perſon and perſons reſpectively, as would be intitled to the rents, iſſues and profits of the lands and tenements ſo agreed to be purchaſed, if ſuch purchaſe was actually made, and the lands ſettled and aſſured in ſuch manner as is herein before mentioned concerning the ſame.

That if the Huſband, before the Purchaſe with the Wife's Portion, dies without Iſſue, and the Wife ſurvives, the Money to be paid to the Wife, her Executors, Adminiſtrators or Aſſigns; or to him, if ſhe dies, in the like Manner.

—— *And on* this further *Truſt*, if the ſaid *R. J.* ſhall, before ſuch purchaſe made, die without any iſſue by him on the body of the ſaid *C. C.* begotten, living at his death, or then *in ventre matris*, and the ſaid *C. C.* his intended wife ſhall him ſurvive, that then and in ſuch caſe the ſaid ſum of —— ſhall be paid to the ſaid *C. C.* her executors, adminiſtrators or aſſigns; and if the ſaid *C. C.* ſhall die without any iſſue of her body by the ſaid *J. R.* begotten, living at her death, and the ſaid *R. J.* ſhall her ſurvive, then the ſaid ſum of —— ſhall be paid to the ſaid *R. J.* his executors, adminiſtrators and aſſigns.

Uſes to the intended Wife till the Marriage, and after the Marriage, ſubject to an Annuity of the Wife's Mother.

—— *To the Uſe and Behoof* of the ſaid *M. K.* and her heirs, until the ſolemnization of the ſaid intended marriage; and from and immediately after the ſolemnization thereof, *Subject* to and charged with the payment of an annuity or yearly ſum of —— to *M. K.* widow, (mother of the ſaid *M. K.* party thereto) during her natural life, in ſuch manner as herein after is mentioned, in caſe ſhe the ſaid *M. K.* widow ſhall happen to ſurvive the ſaid *M. K.* (party hereto) but not otherwiſe, (*and ſo ſubject*)

Uſes

Limitations of Uſes.

Uſes to the Huſband during his Life.

—— *To the Uſe* and behoof of the ſaid *J. E.* and his aſſigns, for and during the term of his natural life, without impeachment of or for any manner of waſte, other than voluntary waſte in pulling down houſes without rebuilding the ſame, (*and from and immediately after the determination of that eſtate.*)

Uſes to the Truſtees during the Huſband's Life (or Wife's Life, mutatis mutandis) *upon Truſt to preſerve Contingent Remainders,* &c. *(or Contingent Uſes and Eſtates).*

—— *To the uſe* and behoof of the ſaid *J. S.* and *C. P.* and their heirs, for and during the life of him the ſaid *J. E. (the intended huſband or wife, as the caſe is)* upon truſt to preſerve the contingent remainders *(or contingent uſes and eſtates)* herein after limited, from being defeated, *(barred)* or deſtroyed, and for that purpoſe to make entries and bring actions as occaſion ſhall be or require; *But nevertheleſs in Truſt* to permit and ſuffer the ſaid *J. E.* and his *(her)* aſſigns, during his *(her)* natural life, to receive and take the rents, iſſues and profits of the ſaid premiſes, to and for his *(her)* uſe and benefit; *(And from and immediately after the death of the ſaid* J. E. *then)*

Uſe to the Wife during her Life.

—— *To the uſe* and behoof of the ſaid *M. K.* his intended wife and her aſſigns, for and during the term of her natural life, (without impeachment of or for any manner of waſte); *(And from and immediately after the death of the ſaid* M. K. *party hereto, in caſe the ſaid* M. K. *her mother ſhall be then living, then)*

Uſe to the Wife's Mother as to an Annuity with Power of Diſtreſs.

—— *To the uſe,* intent and purpoſe, that ſhe the ſaid *M. K.* widow, and her aſſigns, ſhall and may, during her natural life, have, receive and take, to and for her own uſe and benefit, one annuity or yearly ſum of

of ——— of lawful money of *Great Britain*, clear of all taxes, charges and deductions whatſoever; the ſaid annuity to be paid to her or them upon, *&c.* by equal portions; the firſt of which (quarterly) payments to begin and to be made on (ſuch of the feaſt-days) as ſhall happen next after the death of the ſaid *M. K.* (party hereto) if the ſaid *M. K.* widow, her mother, be then living, together with full power for her the ſaid *M. K.* widow, and her aſſigns, to enter upon and to make diſtreſs on the ſaid herein before releaſed premiſſes, in caſe default ſhall be made in payment of the ſaid annuity of ——— by the ſpace of ——— days next after any of the ſaid (feaſt-days) whereon the ſame ought to be paid as aforeſaid; *(and from and after the deceaſe of the ſurvivor of them the ſaid* J. E. *and* M. K. *his intended wife*, ſubject nevertheleſs *to, and charged with the payment of the ſaid annuity or yearly ſum of* ——— *to her the ſaid* M. K. *widow, in manner as aforeſaid, then as to all and ſingular the ſaid hereby granted and releaſed hereditaments and premiſſes)*

Uſe to the firſt Son of Huſband and Wife, and his Heirs Male.

——— *To the Uſe* and behoof of the firſt ſon of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife to be begotten, and of the heirs male of the body of ſuch firſt ſon lawfully iſſuing; *(and in default of ſuch iſſue)*

Uſe to the ſecond Son and his Heirs Male.

——— *To the Uſe* and behoof of the ſecond ſon of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife, to be begotten, and of the heirs male of the body of ſuch ſecond ſon lawfully iſſuing; *(and in default of ſuch iſſue)*

Uſe to third Son and his Heirs Male.

(THE like as it is to the ſecond ſon, mutatis mutandis.)

Uſe to the other Sons in Seniority of Age.

——— *To the Uſe* and behoof of the fourth, fifth, ſixth, and all and every other the ſon and ſons of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife to be begotten, either born in his life-time or in

in due time after his deceaſe, ſeverally, ſucceſſively, and in remainder one after another, as they and every of them ſhall be in ſeniority of age and priority of birth, and of the ſeveral and reſpective heirs male of the body and bodies of all and every ſuch ſon and ſons lawfully iſſuing, being always to be preferred, and to take before the younger of them, and the heirs male of his body lawfully iſſuing; *(and in default of ſuch iſſue male)*

Uſe to the Daughters as Tenants in Common, or if but one Daughter, to her and her Heirs.

—— *To the Uſe* and behoof of all and every the daughter and daughters of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife to be begotten, equally to be divided between them ſhare and ſhare alike, to take as tenants in common and not as jointenants, and of the ſeveral and reſpective heirs of the body and bodies of all and every ſuch daughter and daughters lawfully iſſuing; and if there be more ſuch daughters as aforeſaid than one, and one or more of them ſhall die without iſſue of her or their bodies iſſuing, then and ſo often, as to the part and parts of ſuch daughter or daughters ſo reſpectively dying without iſſue as aforeſaid, the ſame ſhall from time to time reſpectively go and remain to the uſe of the ſurvivors or ſurvivor, or others of them, as tenants in common and not as jointenants, and of the heirs of their ſeveral bodies iſſuing; *And* if all ſuch daughters as aforeſaid but one ſhall die without iſſue of their bodies, or, if there ſhall be but one ſuch daughter, then to the uſe of ſuch only daughter, and the heirs of her body lawfully iſſuing; *(and for default of ſuch iſſue, then)*

Uſe to the Wife's laſt Will or Appointment.

—— *To the Uſe* and behoof of ſuch perſon and perſons, uſe and uſes, eſtate and eſtates, and ſubject to ſuch proviſoes, limitations and agreements, as ſhe the ſaid *M. K.* (party hereto) notwithſtanding her intended coverture, and whether covert or diſcovert, ſhall by any deed or deeds, writing or writings to be by her ſealed and delivered in the preſence of three or more credible witneſſes, or by her laſt will and teſtament in writing, or by any writing purporting to be her laſt will, to be by her duly executed in the preſence of the like number of witneſſes (which deed, writing or will, ſhe the ſaid *M. K.* is hereby, and by the ſaid *J. E.* her intended huſband, enabled and empowered to make) give, direct, limit or appoint; *(And until ſuch gift, direction, limitation or appointment ſhall be made, and until ſuch eſtate and eſtates ſo limited, directed or appointed, ſhall reſpectively commence and take effect, and as to ſuch eſtate and eſtates ſo limited, directed or appointed ſhall reſpectively end and determine; and as ſuch part or parts thereof, whereof no ſuch direction,*

tion, limitation or appointment ſhall be made, then as to the ſaid meſſuage, &c.) (part of the premiſſes.)

Uſe to the Wife's (or Huſband's, or other Perſon's) right Heirs for ever.

— *To the Uſe* and behoof of the right heirs of her (him) the ſaid *M. K.* (party hereto) for ever ; *(and then as to the ſaid meſſuage,* &c. another part of the premiſſes.)

Uſe to the Truſtees for ——— Years upon ſeveral Truſts.

— *To the Uſe* of the ſaid *J. C.* and *C. P.* their executors, adminiſtrators and aſſigns, for and during, and until the full end and term of ——— years from thence next enſuing, and fully to be compleat and ended, without impeachment of or for any manner of waſte, upon the truſts, and ſubject to the proviſoes herein after mentioned, expreſſed and declared of and concerning the ſame term : *(and from and after the determination of the ſaid term of ——— years, and ſubject thereunto, and to the truſts thereof.)*

Uſe to the Wife's Brother (after the Determination of ——— Years) and his Heirs for ever.

— *To the Uſe* of ——— eldeſt ſon of *W. K.* brother of her the ſaid *M. K.* (party hereto) his heirs and aſſigns for ever ; *And as for and concerning the ſaid term of ——— years herein before limited to them the ſaid J. S. and C. P. their executors, adminiſtrators and aſſigns as aforeſaid; It is hereby agreed and declared by all the parties to theſe preſents, that the ſame eſtate and term was and is to them ſo limited upon the truſts, intents and purpoſes, and ſubject to the proviſo herein after mentioned, expreſſed and declared of and concerning the ſame term ; (that is to ſay) In caſe there ſhall be no ſuch iſſue as aforeſaid of the ſaid intended marriage, or ſuch deed, writing, will or diſpoſition made of the ſaid premiſſes comprized in the ſaid term of ——— years by her the ſaid M. K. by virtue of the power aforeſaid)*

The Truſtees (if no iſſue of the intended Marriage, and no Diſpoſition by the Wife's Will made of the Premiſes comprized in the ſaid Term) to mortgage, ſell, &c. *ſubject to the Annuity of* ——l. *and raiſe Money for* ——— *and* ——— *upon the Contingency of the Truſt.*

— *Upon* this ſpecial *truſt*, that the ſaid *J. S.* and *C. P. (the truſtees)* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do, by and out of the rents, iſſues and profits of the ſaid premiſſes ſo to them limited for the ſaid term

term of ——— years as aforeſaid, by leaſing, mortgaging, ſale or other diſpoſition thereof, or of the premiſſes comprized therein, or of any part thereof, as ſhall be by them the ſaid truſtees, or the ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, thought fit and convenient, (*Subject* nevertheleſs to the payment of the ſaid annuity of —— *l.* a year to the ſaid *M. K.* widow, and her aſſigns, during her natural life, in manner as aforeſaid) levy and raiſe the ſum of ——— of lawful money of, *&c.* to and for the only uſe and behoof of *R. R.* wife of *J. R.* and ſiſter of her the ſaid *M. K.* (party to theſe preſents, if then living, but not otherwiſe); and alſo of the further ſum of ——— of like lawful money, to and for the uſe and benefit of ——— niece of her the ſaid *M. K.* (party hereto) and ſiſter of the ſaid ——— (if then living, but not otherwiſe); the ſaid ſeveral ſums of ——— a-piece ſo payable to them the ſaid *R. R.* and ——— upon the contingency and by virtue of the truſt aforeſaid, to be paid to them reſpectively within ——— months next after he the ſaid ——— (*the wife's brother*) ſhall be in the actual poſſeſſion of the ſaid meſſuage, *&c.* ſo to him made by virtue of the limitation thereof upon the contingency aforeſaid; provided, *&c.* (Vide Tit. *Proviſoes.*)

Truſt for the intended Wife till married.

—— *In Truſt* for her the ſaid *M. K.* party hereto, her executors, adminiſtrators and aſſigns, until the ſolemnization of the ſaid intended marriage; (*and from and after the ſolemnization thereof*)

Truſt for the intended Huſband to receive the Rents, &c. of Leaſehold Premiſſes, for ſo much of the Term as he ſhall live.

—— *In Truſt*, (*or ſay Upon* ſpecial *Truſt* and confidence in them the ſaid *D. E.* and *M. N.* and either of them repoſed) that they permit and ſuffer the ſaid *J. E.* and his aſſigns, to have and receive the rents, iſſues and profits of the ſaid hereby aſſigned leaſehold premiſſes (*or ſay*, of all and ſingular the ſaid premiſſes, without rendering any account for the ſame) for and during ſo many years of the ſaid term of ——— years which are yet to come and unexpired, (*or ſay* ſo many years of the ſaid term unexpired) as he ſhall happen to live; (*and from and immediately after his deceaſe*)

The like Truſt for the intended Wife.

—— *In Truſt*, (*or Upon* the like ſpecial truſt and confidence in them the ſaid *D. E.* and *M. N.* and either of them repoſed, that they the ſaid *D. E.* and *M. N.* and the ſurvivor of them, and his and their

and either of their executors, adminiſtrators and aſſigns ſhall likewiſe) to permit, &c. (*as above*, mutatis mutandis): *and from and immediately after the death of the ſurvivor of them the ſaid* J. E. *and* M. K. (*his intended wife*)

Truſt for the firſt Son to enjoy Leaſehold Premiſſes.

—— *In Truſt* to permit and ſuffer the rents, iſſues and profits of the ſaid hereby aſſigned leaſehold premiſſes, to be had, received and enjoyed by the firſt ſon of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife to be begotten, until ſuch ſon ſhall attain his ſaid age of 21 years, then in truſt for ſuch firſt ſon, his executors, adminiſtrators and aſſigns, for the reſt and reſidue of the ſaid term of ——— years; (*but in caſe ſuch firſt ſon ſhall happen to die before his age of* 21 *years, then*)

Truſt for the ſecond or other Son in Priority of Birth to enjoy the ſame.

—— *In Truſt* for the ſecond and all other the ſons of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife, to be begotten ſucceſſively as they ſhall be in priority of birth, until the elder of ſuch ſons ſhall reſpectively attain his and their age of 21 years: *Provided always*, that in caſe any ſuch ſons ſhall attain his age of 21 years, then *In Truſt*, and to the intent and purpoſe, that the entire and abſolute intereſt of the ſaid term ſhall veſt in ſuch of the ſaid ſons as ſhall firſt attain the ſaid age of 21 years, and ſhall go to the executors, adminiſtrators and aſſigns of ſuch ſon as ſhall firſt attain his ſaid age of 21 years aforeſaid, during the reſt and reſidue of the ſaid term of ——— years therein, which ſhall be then to come and unexpired: (*and that in ſuch caſe the limitation over of the truſts of the ſaid ——— years term, to the younger ſons and the ſubſequent iſſue male, and alſo the daughters of the ſaid marriage ſhall be void and of no effect; and in caſe there ſhall be no iſſue male of the ſaid* J. E. *on the body of the ſaid* M. K. *(party hereto) to be begotten, that ſhall attain his age of* 21 *years, that then and in ſuch caſe the ſaid leaſehold premiſſes ſhall be*)

Truſt for all the Daughters to enjoy the ſame as Tenants in Common.

—— *In Truſt* for all and every of the daughters of the ſaid *J. E.* on the body of the ſaid *M. K.* his intended wife to be begotten, for the reſidue of the ſaid term of ——— years, ſuch daughters to take ſhare and

and ſhare alike as tenants in common, and not as jointenants: *Provided alſo*, that if any of the daughters ſhould die before the age of 21 years unmarried, that then and ſo often the ſhare or ſhares of her or them ſo dying ſhall go to the ſurviving daughter or daughters to take ſhare and ſhare alike as tenants in common, and not as jointenants; *(and in caſe there ſhall be no daughter of the ſaid intended marriage, or in caſe there ſhall be one or more ſuch daughters, and all of them ſhall die under the age of 21 years, and unmarried, then)*

To the Diſpoſition of the Wife's Will or Deed.

—— *The Truſt* and benefit of the ſaid leaſehold premiſſes ſhall be and remain for ſuch perſon or perſons, upon ſuch conditions, manner and form, or to, for or upon ſuch truſts, intents and purpoſes, as the ſaid *M. K.* (party hereto) (notwithſtanding her coverture, or whether covert or diſcovert) ſhall by any ſuch her deed, writing or laſt will, to be by her ſo executed and teſtified in manner as aforeſaid, (*Vide ante*) give, diſpoſe, limit, direct and appoint the ſame; *(and for want of ſuch gift, diſpoſition, limitation, direction and appointment, then)*

Truſt for the Wife's Executors, &c. (for the Remainder of the Term)

—— *In Truſt* for the executors, adminiſtrators and aſſigns of the ſaid *M. K.* (*party hereto*) *for and during the reſidue of the ſaid term of* —— *years, which ſhall be then to come and unexpired therein, and for and upon no other truſt, intent or purpoſe whatſoever).*

Truſtees to pay to or permit the intended Wife to receive the Produce of Stocks, Annuities, &c. Money put out, Eſtates, &c. during her Life, without being ſubject to the Controul of her Huſband.

—— *Upon* (this further) *Truſt*, that the ſaid truſtees, or the ſurvivor of them, his executors, adminiſtrators and aſſigns, (during the ſaid intended coverture between the ſaid *J. E.* and *M. K.* his intended wife, *or* during the ſaid term determinable as aforeſaid) ſhall and will from time to time, either pay to or permit and ſuffer *(and as far as they lawfully may authorize and impower)* her the ſaid *M. K.* and her aſſigns, (the ſame to be at her election) to receive all the intereſt, dividends, profits, and other produce whatſoever to be had or made of the *exchequer* annuities, *South-Sea* ſtock and annuities, *million* bank ſtock and army

army debentures ſo transferred to them the ſaid ——— truſtees as aforeſaid, *(or in caſe of a ſum of money put out, &c. ſay* to receive the intereſt and produce of the ſaid ſum of ———) *or if to receive the profits of an eſtate, ſay,* of the ſaid hereby *(releaſed and aſſigned premiſſes)* and every part and parcel thereof; the ſame to go and be to and for the ſole, ſeparate, perſonal and peculiar uſe, benefit and diſpoſal of her the ſaid *M. K.* and her aſſigns, during her life, and not to be paid to the ſaid *J. E.* her intended huſband, or as he ſhall appoint, but to be paid to the proper hands of her the ſaid *M. K.* his intended wife, or to ſuch other perſon or perſons, as ſhe, by any note or writing to be by her ſigned with her name of her own proper hand-writing, (notwithſtanding her intended coverture, and whether covert or diſcovert) ſhall from time to time direct or appoint; and that the ſame, or any part thereof, ſhall not in any wiſe be ſubject or liable to the diſpoſal, intermeddling, controul, engagements, debts or incumbrance of the ſaid *J E.* her intended huſband; and that the receipt or receipts of her the ſaid *M. K.* or any hereto ſigned by her proper hand, (notwithſtanding ſuch her intended coverture) or of ſuch perſon or perſons ſo by her appointed to receive diſcharges, as well to the ſaid truſtees, their executors, adminiſtrators and aſſigns, as alſo to all and every other perſon or perſons who are or ſhall be liable to pay the ſame, or any part thereof, for ſo much thereof as ſhall be by her or them thereby acknowledged to be ſo received; [*and from and after the death of the ſaid* M. K. *(in caſe there ſhall be any child or children of the body of the ſaid* J. E. *on the body of the ſaid* M. K. *his intended wife begotten, which ſhall be then living) then*]

Another for a Truſtee to pay to a Wife, or her Order, the Rents and Profits of an Eſtate (during the Term granted) to her ſeparate Uſe.

(In a Settlement after Marriage.)

——— *Upon* this ſpecial *Truſt* and confidence, that he the ſaid *H. G. the truſtee*) his executors, adminiſtrators and aſſigns, do and ſhall from time, *&c.* hereafter, during the ſaid term, determinable as aforeſaid, pay, apply and diſpoſe of the rents, iſſues and profits of the premiſſes, as the ſame ſhall from time to time ariſe and be received unto ſuch perſon or perſons, and for ſuch uſes and purpoſes, and in ſuch parts and proportions, manner and form, as ſhe the ſaid *S.* (*the wife*) from time to time, notwithſtanding her coverture, ſhall by any note or writing under her hand direct or appoint; and for want of ſuch direction or appointment, then to the proper hands of her the ſaid *S.* or otherwiſe ſhall permit her to receive the ſame, to and for her own ſole and ſeparate uſe and benefit; and her receipt or receipts alone, notwithſtanding her coverture, ſhall be a ſufficient diſcharge from time to time, to the perſon or perſons for paying the ſame, for ſo much thereof for which ſuch receipts ſhall be given, to the intent that the ſame rents, *&c* or any part thereof, may not be at the diſpoſal, or ſubject or liable to the controul,

troul, debts, forfeitures or engagements of the ſaid *D. W.* but on and for her own ſole and ſeparate uſe, benefit and diſpoſal, and to, to and upon no other uſe, truſt, intent or purpoſe whatſoever.

The like during the Term granted, if the Huſband lives ſo long.

—— *In Truſt*, that he the ſaid *D. E.* his executors and adminiſtrators, do and ſhall, from time to time, during the ſaid term of 99 years, if the ſaid *A. B.* ſhall ſo long live, pay and apply all and ſingular the rents, iſſues and profits of the ſaid hereby demiſed manors, tenements and premiſſes, not to the ſaid *A. B.* or as he ſhall appoint, but to the proper hands of the ſaid *C.* to the ſole, proper, perſonal and peculiar uſe of the ſaid *C.* or to ſuch perſon and perſons, as the ſaid *C.* ſhall from time to time, by any writing, ſigned by her with her name of her own hand-writing, notwithſtanding her coverture, and as if ſhe were ſole and unmarried, direct or appoint, excluſive of the ſaid *A. B.* who is to have no power to diſpoſe of, intermeddle with or incumber the ſaid manors, lands or premiſſes, or the rents, iſſues and profits thereof, and to and upon no other truſt or confidence whatſoever, or otherwiſe howſoever.

Truſtees to pay Annuities, Stocks, &c. and Produce thereof, and Produce of Eſtates amongſt the Children, according to the intended Wife's laſt Will or Deed in Writing.

—— *Upon* (this further) *Truſt*, that they the ſaid truſtees, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, do and ſhall pay, apply and diſpoſe of, aſſign over and transfer, as well all and ſingular the ſaid annuities, ſtocks, and other premiſſes ſo transferred to them as aforeſaid, as alſo all the intereſt, dividends, profits, and other produce (*or* diſpoſe of all and ſingular the ſaid hereby (*releaſed and aſſigned*) monies and other the premiſſes, and of the intereſt, produce and proceed to ariſe or be had or made thereof) unto and amongſt ſuch child or children which ſhall be then living, in ſuch parts, ſhares and proportions, and upon ſuch conditions, manner and form, as ſhe the ſaid *M. K.* (notwithſtanding her intended coverture, and whether covert or diſcovert) ſhall by any (ſuch) her deed, writing, or by her laſt will and teſtament to be by her duly (*ſo*) executed and teſtified in the preſence of three or more credible witneſſes (*in manner as aforeſaid*) (which deed, writing or will, ſhe the ſaid ——— is hereby, and by the ſaid ——— her intended huſband empowered and enabled to make), give, diſpoſe, limit, direct or appoint the ſame; (*and for want of ſuch gift, diſpoſition, limitation, direction or appointment, then the ſame*)

Diviſion

Diviſion amongſt the Children, if no Will or Deed.

—— *To* go and be equally divided between and amongſt all and every ſuch children as ſhall be living at her deceaſe (if more than one) part and ſhare alike, [and then the intereſt or produce of all and every ſuch child or children's part, ſhall, from time to time, at the direction of the ſaid truſtees, be paid and applied for and towards the education and maintenance of ſuch child or children, until their reſpective parts and portions of the ſaid hereby *(releaſed and aſſigned monies and premiſſes)* ſhall become payable, which ſaid ſhares or parts, of and in the ſaid *(monies and premiſſes)* to be paid, *&c.*] and to be paid them reſpectively in manner as follows, (that is to ſay) to be paid to ſuch of them as ſhall be a ſon or ſons, at his or their age or reſpective ages of twenty-one years (if he or they ſhall live ſo long); and unto ſuch of them as ſhall be a daughter or daughters, at her or their age or ages of eighteen (twenty-one) years, or days of marriage, which ſhall reſpectively firſt happen (if ſhe or they live ſo long); *But* if any of the ſaid children die before their parts or ſhares of and in the ſaid annuities, ſtocks, monies, and other the premiſſes transferred as aforeſaid, [before their ſaid parts or portions of and in the ſaid *monies* and *premiſſes*] ſhall become payable, then the parts and ſhares of him, her or them, ſo dying, with the intereſt thereof, from the death of the ſame child or children reſpectively, ſhall be paid to the ſurvivors or ſurvivor of ſuch child or children, when and as their reſpective parts or ſhares ſhall or have become due and payable. *(And in caſe there ſhall be no ſuch child or children of the body of the ſaid* M. K. *by the ſaid* J. E. *her intended huſband begotten, living at the time of the death of the ſaid* M. K. *or in caſe of there being ſuch child or children, and all of them ſhall happen to die before any of their parts or portions ſhall become due and payable, then, and from thenceforth, and in either of the ſaid caſes)*

Truſtees to permit the Huſband (if living) to receive the produce of Annuities, &c. or Eſtates, &c. during his Life.

—— *Upon* (this further) *Truſt*, that they the ſaid truſtees, or the ſurvivor of them, his heirs, executors, adminiſtrators or aſſigns, *(in caſe the ſaid* J. E. *ſhall ſurvive and outlive the ſaid* M. K. *his intended wife)* ſhall and do pay, or elſe permit and ſuffer him the ſaid *J. E.* and his aſſigns, to receive the intereſt, profits and produce from thenceforth to ariſe or be had or made of all and ſingular the ſaid annuities, ſtocks, and other the premiſſes ſo transferred as aforeſaid [or of all and ſingular the ſaid hereby *releaſed and aſſigned monies and premiſſes*] during his natural life only, to and for his and their own uſe and benefit, *(and from and immediately after the death of him the ſaid* J. E. *then)*

If

If no Iſſue of the intended Marriage, the Premiſſes (except ——l. Stock) to be aſſigned for the Uſe of the Survivor of the intended Huſband and Wife, and the Executors, Adminiſtrators or Aſſigns of ſuch Survivor.

—— *Upon* (this further) *Truſt*, in caſe of no ſuch iſſue of the ſaid intended marriage that ſhall live to be intitled to the ſaid annuities, ſtocks, and other the premiſſes ſo transferred as aforeſaid, by virtue of the limitations or any of them herein before made of the ſame premiſſes, that then the ſame premiſſes, (*except the ſum of —— capital ſtock, part thereof, herein after by the ſaid* M. K. *to be given and diſpoſed of, if ſhe ſhall think ſo fit*) (Vid. Tit. *Proviſoes*) to go and be transferred and aſſigned to and for the only uſe and benefit of the ſurvivor of them, the ſaid *J. E.* and *M.* his intended wife, and of the executors, adminiſtrators or aſſigns of ſuch ſurvivor, and to, for and upon no other truſt, intent or purpoſe whatſoever.

The Truſtees may diſpoſe of Monies ariſing by Sale of Annuities, Stocks, &c. (Vid. *Proviſo for the Sale*, Tit. *Proviſoes*) *to the Uſe of the intended Huſband and Wife, or as they by their joint Deed ſhall direct.*

—— *And upon* this further *Truſt*, that they the ſaid truſtees, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, (by and with ſuch joint conſent of them the ſaid *J. E.* and *M. K* to be ſo teſtified as aforeſaid, but not otherwiſe) ſhall and do pay and diſpoſe of all and every the ſum and ſums of money ariſing by ſuch ſale or ſales of the ſaid annuities, ſtocks, and other the premiſſes (ſubject in manner as aforeſaid) to them the ſaid *J. E.* and *M. K.* (party hereto) to and for their own uſe and benefit, or elſe ſhall and do apply, pay and diſpoſe of the ſame, to and for ſuch uſes, intents and purpoſes, and in ſuch manner, as they the ſaid *J. E.* and *M. K.* by any ſuch their joint deed to be by them ſo executed and atteſted as aforeſaid, ſhall limit, direct or appoint, touching and concerning the ſame; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

That Truſtees at the Deceaſe of the intended Huſband ſhall transfer Stock and pay Money to his Children, according to his Will, or for want of a Will, equally among ſt them.

—— *Upon* further *Truſt*, that they the ſaid *C.* and *D.* and the ſurvivor of them, his executors and adminiſtrators, ſhall aſſign over, or transfer

transfer and pay, as well the ſaid 100 *l. South-Sea* annuity ſtock as the ſaid 500*l.* (if the ſame ſhall become payable) and the dividends and intereſt which ſhall be thereon due at the deceaſe of the ſaid *B.* to and amongſt all ſuch child or children of the ſaid *B.* on the body of the ſaid *A.* his intended wife to be begotten, as ſhall be living, or *in ventre ſa mere* at the time of the deceaſe of the ſaid *B.* in ſuch ſhares and proportions as the ſaid *B.* ſhall by his laſt will and teſtament in writing under his hand and ſeal, and to be atteſted by three or more credible witneſſes, direct, limit and appoint, (*and for want of ſuch direction, limitation or appointment*) to and amongſt all the children of the ſaid *B.* on the body of the ſaid *A.* as ſhall be living, or *in ventre ſa mere*, at the time of his death, equally, and ſhare and ſhare alike. (*And in default of ſuch iſſue living, or* in ventre ſa mere, *at the time of the death of the ſaid* B. *then*)

That the intended Wife (if ſhe ſurvives her Huſband, and he leaves her without Iſſue) ſhall have the Produce and Intereſt of Stocks and Money.

— *Upon* this further *Truſt*, that they the ſaid *P.* and *C* (*the truſtees*) and the ſurvivor of them, his executors and adminiſtrators, ſhall permit and ſuffer, and, as far as they may lawfully authorize her the ſaid *A.* (in caſe ſhe ſhall happen to ſurvive the ſaid *B.* and the ſaid *B.* ſhall happen to die without iſſue between him and the ſaid *A.* to be begotten, living or *in ventre ſa mere* at the time of his death) for and during the term of her natural life to receive the dividends, intereſts and profits, as well of the ſaid 100*l. South-Sea* annuity ſtock, as alſo of the ſaid 500*l* ſo ſecured as aforeſaid, in caſe the ſame ſhall become payable (*and from and after her deceaſe*)

That the Executors or Adminiſtrators of the intended Huſband ſhall have Stocks, Monies, &c.

— *Upon* further *Truſt*, that the ſaid *C.* and *D.* *the* (*truſtees*) and the ſurvivor of them, and the executors and adminiſtrators of ſuch ſurvivor, do and ſhall transfer and pay as well the ſaid 100*l. South-Sea* annuity ſtock, as alſo the ſaid 500*l.* in caſe the ſame ſhall become payable, and the dividends, intereſt and produce thereof reſpectively to the executors or adminiſtrators of the ſaid *B.* any thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

Uſe of a perſonal Eſtate to Truſtees (with Power for them to ſue, receive and diſcharge, &c.) upon ſeveral Truſts.

— *To the Uſe* of the ſaid truſtees, their executors and adminiſtrators, from henceforth, as and for their own proper monies, goods and

chattels for ever; and to which they are hereby intended to have a legal right, intereſt and property; and that in as full, large, ample and beneficial manner to all intents, conſtructions and purpoſes whatſoever, as the ſaid *A. C.* could or might have had, held, recovered and received the ſame, in caſe theſe preſents had not been made; together with full power and authority for them the ſaid truſtees, and the ſurvivor of them, his executors or adminiſtrators, in his and their own names, or in the names of them the ſaid *G. G.* and *A. C.* his intended wife, or either of them, to demand, ſue for, recover, receive, releaſe and diſcharge all and every ſuch ſecurities and debts, part of the hereinbefore aſſigned premiſſes, which are now due, or which in any wiſe belong to her the ſaid *A. C.* and that as fully, effectually and abſolutely, to all intents and purpoſes whatſoever, as they the ſaid *G. G.* and *A. C.* his intended wife or either of them, could or might do if perſonally preſent, and as if theſe preſents had not been made; *nevertheleſs* to, for and upon the ſeveral truſts, intents and purpoſes, *and ſubject* to the proviſo herein after mentioned, expreſſed and declared, of and concerning the ſame.

That the Truſtees ſhall ſell the intended Wife's perſonal Eſtate by her Conſent.

—— *Upon Truſt*, that they the ſaid truſtees ſhall and do, as ſoon as conveniently may be after the ſaid marriage, (by and with the conſent of her the ſaid *A. C.*) notwithſtanding her intended coverture, and as if ſhe were a feme ſole, (ſuch conſent to be ſignified by any writing under her hand and ſeal, teſtified by two or more credible witneſſes) abſolutely ſell and diſpoſe of all and ſingular the hereby aſſigned ſaleable perſonal eſtate of her the ſaid *A. C.* in the beſt manner, and for the moſt money that can be got for the ſame. (*And from and immediately after ſuch ſale, then*)

Truſtees to apply Monies ariſing by Sale of the intended Wife's perſonal Eſtate, upon Securities or in a Purchaſe, and occaſionally to call in and new place out the Monies.

—— *Upon* this further *Truſt*, that they the ſaid truſtees, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, by and with the conſent of the ſaid *A. C.* teſtified, *&c.* ſhall and do, as ſoon as conveniently may be, put and place out as well all the monies ariſing by ſuch ſale, as alſo all monies now due on any ſecurities, and alſo all debts belonging to the hereby aſſigned perſonal eſtate of her the ſaid *A. C.* when and as the ſame ſhall be by them the ſaid truſtees got in and received; as likewiſe the ſaid ſum of 1000*l.* ſo paid to them by the ſaid *G. G.*

C. G. as aforesaid, upon one or more good and sufficient security or securities, either real or personal, or else in some public bank stock or fund, and in such manner as they the said trustees, by and with such consent testified, &c. shall think fit, *Together* with full power for the said trustees, by and with such consent testified, &c. to call in and new place out of the said monies, or any part thereof, as occasion may require; and as the best annual interest, produce or profit be made thereof, as conveniently can or may be without lessening the principal.

Use to the intended Wife's Father till the Marriage.

—— *To the Use* and behoof of the said J. G. and his heirs, until the said intended marriage between the said J. B. and C. G. shall be had and solemnized. *(And from and after the solemnization thereof)*

Use to the intended Wife's Father during his Life.

—— *To the Use* and behoof of the said J. G. and his assigns, for and during the term of his natural life. *(And from and after his decease)*

That the Trustees shall receive Rents, &c. and pay the same to the Wife during the Husband's Life, notwithstanding the Coverture, or the Bankruptcy of the Husband. Vid. *Marriage Settlement.*

—— *Upon* this further *Trust* and confidence, that they the said T. H. B. junior, their executors, administrators and assigns, do and shall from time to time receive the rents, issues and profits of the premises, and pay, apply and dispose of the same during the natural life of the said J. B. *(the husband)* into the proper hands of the said C. G. or to such person or persons as she alone, and without her husband, notwithstanding her coverture, or the bankruptcy of her said husband, shall, by any writing or writings under her hand, from time to time direct and appoint for her sole and separate use, and to be at her separate disposal, not subject to or liable to the power or control of the said J. B. or to his debts or disposal; and for which her receipt alone, notwithstanding her coverture, or such bankruptcy of her husband as aforesaid, shall from time to time be a sufficient discharge. *(And from and after the decease of the said* C. G. *case the said* J. B. *shall be then living, and shall have been a bankrupt)*

And after the Wife's Death, then to ſuch others as would be intitled if both Huſband and Wife were dead, &c.

——— *Upon* this further *Truſt*, to pay the rents, iſſues and profits of the premiſſes during the life of the ſaid *J. B.* to ſuch perſon or perſons as would be intitled to the ſame, by virtue of theſe preſents, in caſe the ſaid *J. B.* and *C. G.* were both dead; and from and after the deceaſe of the ſaid *J. B.* the ſaid term of ninety-nine years ſhall ceaſe and be void; any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding.

Uſe as before conveyed, till Marriage.

——— *To* and for *ſuch Uſes*, intents and purpoſes, as the ſame hereditaments and premiſſes now ſtand conveyed and ſettled, until the ſolemnization of the ſaid intended marriage.

Uſe that the Wife's Mother ſhall receive a Rent-Charge during her Life.

——— *To the Uſe*, intent and purpoſe, that the ſaid *E. H.* (*the intended wife's mother*) and her aſſigns, ſhall and may out of all and ſingular the ſaid hereby limited hereditaments and premiſſes in the ſaid county of ——— during her life, have, perceive and take to her and their own uſe, the before mentioned yearly rent charge or yearly ſum of eighty pounds of, *&c.* free and clear and without any deduction or abatement for or in reſpect of any parliamentary or other taxes or charges whatſoever, to be paid by quarterly payments, at or in the four moſt uſual feaſts, *&c.* and all the ſaid payments to be made at ———

On Non-payment of Rent-Charge to diſtrain.

——— *And to this further Uſe*, intent and purpoſe, that in caſe it ſhall happen that the ſaid yearly rent-charge or yearly ſum of 80*l.* *per annum*, or any part thereof, ſhall at any time be behind and unpaid for the ſpace of 20 days next over or after any of the ſaid feaſt days on which the ſame ought to be paid to the ſaid *E. H.* as aforeſaid, then

then and ſo often it ſhall and may be lawful to and for the ſaid *E. H.* and her aſſigns, into all and ſingular the ſaid hereby limited meſſuages, *&c.* in, *&c.* and into every or any part thereof to enter and diſtrain, and the diſtreſs and diſtreſſes then and there found, to lead, drive, carry away and impound, and the ſame in pound to detain and keep, or otherwiſe diſpoſe of the ſame, as the law ſhall allow, until the ſaid yearly rent charge or yearly ſum of 80*l.* and all arrears thereof, and all coſts and damages to be ſuſtained by reaſon of the non-payment thereof, according to the true intent and meaning of theſe preſents, ſhall be fully paid and ſatisfied.

To re enter on Non-payment of a Rent-Charge.

——— *And alſo to this further Uſe,* intent and purpoſe, that in caſe the ſaid yearly rent charge or yearly ſum of 80*l.* or any part thereof, ſhall be behind and unpaid by the ſpace of 40 days next over or after any of the ſaid feaſts or days of payment whereon the ſame ought to be paid as aforeſaid, that then, and in ſuch caſe, it ſhall and may be lawful to and for the ſaid *E. H.* or her aſſigns, (although no demand ſhall have been made thereof, by or on the behalf of the ſaid *E. H.* of the ſaid rent-charge, or of any arrear thereof) into all and ſingular the ſaid hereby limited meſſuages, *&c.* in, *&c.* hereby made chargeable therewith; and into every or any part thereof to enter, and take and receive the rents, iſſues and profits thereof, and of every part thereof, to her and their own uſe and benefit, until thereby or therewith, or otherwiſe, ſhe and they ſhall be fully paid and ſatisfied all the arrears of the ſaid yearly rent-charge or yearly ſum of 80*l.* which ſhall incur or might have incurred; and all loſſes, coſts, expences and damages, which ſhe or they ſhall be put unto or ſuſtain, by reaſon of the non-payment thereof, at the times herein before mentioned for payment thereof.

That out of the Profits of Premiſſes limited to Truſtees for a Term of 100 *Years (ſubject to an Annuity of* 80l. per Ann. *to the Wife's Mother during the joint Lives of Huſband and Wife)* 100l. per Ann. *ſhall be paid to the Wife's ſeparate Uſe.*

——— *Upon Truſt,* that the ſaid *J. E.* and *W. W.* and the ſurvivor of them, and the executors, adminiſtrators and aſſigns of ſuch ſurvivor, ſhall and do, by and out of the rents, iſſues and profits of all and ſingular the ſame hereditaments and appurtenances ſo limited to them for the ſaid term of 100 years as aforeſaid (ſubject to the ſaid annuity of 80*l. per annum,* payable to the ſaid *E. H.* and to the ſaid term of 99 years in part of the ſaid premiſſes, for ſecuring payment of the ſaid 80*l.* *per annum*

per annum in manner as aforeſaid, during the joint lives of the ſaid *W. N.* party hereto, and the ſaid *M.* his intended wife) levy, pay and diſpoſe of the yearly ſum of 100*l.* of, &c. free and clear of and from all and all manner of taxes, charges and deductions whatſoever, already impoſed or hereafter to be impoſed by act of parliament, or otherwiſe howſoever, to the ſeparate hands of the ſaid *M. H.* to and for her ſole and ſeparate uſe, or to ſuch perſon or perſons, and for ſuch uſe and uſes, intents and purpoſes, as the ſaid *M. H.* alone and without the ſaid *W. N.* (party hereto) her intended huſband, notwithſtanding her coverture, by any writing or writings under her hand and ſeal, ſhall from time to time direct or appoint, by quarterly payments, at the four moſt uſual feaſts, &c. which ſaid yearly ſum of 100*l.* is hereby intended and agreed to be applied and diſpoſed, to and to the ſole, peculiar and ſeparate uſe of the ſaid *M. H.* and for her apparel and ornaments, or otherwiſe as ſhe ſhall think fit, and not to be ſubject to the controul, debts, engagements or intermeddling of the ſaid *W. N.* (party hereto) her intended huſband; and the receipt, &c. *(As in a term limited to truſtees).*

That the Huſband ſhall receive the Rents, &c. *during the joint Lives of Huſband and Wife, after Payment of an Annuity to the ſeparate Uſe of the Wife.*

——— *And alſo upon Truſt,* to permit and ſuffer the ſaid *W. M.* party hereto, and his aſſigns, to receive all the rents, iſſues and profits of the premiſſes ſo limited to them the ſaid *J. E.* and *W. W.* for the ſaid term of 100 years, which ſhall not be applied by them to the payment of the ſaid yearly ſum of 100*l.* payable as aforeſaid, and of the coſts and charges of the ſaid *J. E.* and *W. W.* their executors, &c. upon account thereof, as the ſame ſhall accrue and ariſe from time to time, during the joint lives of the ſaid *W. N.* (party hereto) and *M. H.* his intended wife, according to the limitations herein mentioned and expreſſed.

Uſe to the firſt Son of the Wife lawfully iſſuing, (for Default of Iſſue of the now intended Huſband.)

——— *To the Uſe* and behoof of the firſt ſon of the body of the ſaid *M. H.* lawfully to be begotten, and the heirs male of the body of ſuch firſt ſon lawfully iſſuing; and in default of ſuch iſſue,

To the ſecond, third, fourth, &c. *Son of the Wife lawfully iſſuing.*

——— *To the Uſe* and behoof of the ſecond, third, fourth, fifth and all and every other ſon and ſons of the body of the ſaid *H. H.* lawfully

fully to be begotten, ſeverally, ſucceſſively, and in remainder, &c. and in default of ſuch iſſue,

To her Daughters as Tenants in Common.

—— *To the Uſe* and behoof of all and every the daughter and daughters of the ſaid *M. H.* lawfully to be begotten, equally to be divided, &c.

Uſe to the Wife's Mother, her Heirs and Aſſigns for ever, to her laſt Will or Appointment in Lieu of a Rent-charge.

—— *To the only Uſe* and behoof of the ſaid *E. H.* her heirs and aſſigns for ever, or to ſuch perſon or perſons, his, her or their heirs, as ſhe the ſaid *E. H.* by any writing under her hand and ſeal, or by her laſt will, to be atteſted by three or more credible witneſſes, ſhall nominate or appoint; the ſame to be in lieu and ſtead of the ſaid rent-charge of —— *l. per ann.* herein before limited and ſecured to her the ſaid *E. H.* as aforeſaid; any thing herein before contained, &c.

Truſt for younger Sons and Daughters to receive Rents, &c. as Tenants in Common; or if only one Son, or one or more Daughters, the Truſtees to convey the Premiſſes to the Uſe of ſuch Son, or to the Uſe of ſuch Daughters as Tenants in Common.

—— *In Truſt*, that they the ſaid truſtees, and the ſurvivor of them and his heirs, do and ſhall permit and ſuffer ſuch younger ſon and ſons, daughter and daughters, and their reſpective heirs, to take and receive the rents, iſſues and profits of the ſaid —— to his, her and their own uſe and uſes, in equal proportions, ſhare and ſhare alike, as tenants in common only, and not as jointenants: *And in caſe there ſhall be no ſuch younger children, ſon or ſons, daughter or daughters, but only one ſon living of the ſaid marriage at the time of the death of them the ſaid* W. N. *the younger, and* M. *his intended wife*; *or in caſe there ſhall be no ſuch iſſue male by the ſaid marriage, and only one or more daughter or daughters*, that then and in either of the ſaid caſes they the ſaid truſtees, and the ſurvivor of them and his heirs, do and ſhall, upon the requeſt and at the proper coſts and charges of ſuch only ſon or his heirs, or ſuch daughter or daughters, or her or their reſpective heirs, convey and aſſure the ſaid —— unto, or to the uſe of, or in truſt for ſuch one only ſon and his heirs for ever; *And in default of ſuch iſſue male by ſuch marriage*, then to ſuch daughter or daughters, and her and their heirs for ever,

ever, ſhare and ſhare alike; ſuch daughters to take as tenants in common, and not as jointenants.

Uſe to the Father for Life, Remainder to the Mother for Life, Remainder to the Son for Life, Remainder to the Son's Wife for Life, Remainder to Truſtees and their Heirs, ſubject to ſame Truſts before limited.

——— *To the Uſe* of the ſaid *W. N.* the elder, for his life, the remainder to the uſe of the ſaid *M. N.* for her life, the remainder to the uſe of the ſaid *W. N.* the younger, for his life, the remainder to the uſe of the ſaid *M. H.* for her life, the remainder to the uſe of the ſaid *G. H.* and *W. P. W.* and their heirs; *Subject* to the ſame truſts, and to the ſame intents and purpoſes, as are herein before declared touching the inheritance of the ſaid freehold cloſe, *&c.*

That Truſtees ſhall transfer and aſſign Monies, and the Securities for the ſame, &c. to ſuch Perſons, &c. as the intended Wife by Deed or Will ſhall appoint.

Upon (this further) Truſt, that they the ſaid truſtees, and the ſurvivor of them, his executors, adminiſtrators and aſſigns, ſhall and do transfer and aſſign all and ſingular the hereby aſſigned principal monies ſo veſted in them as aforeſaid, and all ſecurities which now or at any time hereafter ſhall be had or taken for the ſame, and all intereſt monies and other produce then due and payable by virtue thereof, to ſuch perſon or perſons, and in ſuch parts, ſhares and proportions, and upon ſuch conditions, manner and form, or to and for ſuch uſes, truſts, intents and purpoſes, as ſhe the ſaid *D. P.* (notwithſtanding her intended coverture, and as if ſhe were a feme ſole), ſhall by any (ſuch) her deed, will, or laſt will and teſtament, to be by her ſo executed and teſtified, (in manner as aforeſaid) give, diſpoſe, direct, limit or appoint the ſame (as aforeſaid).

Truſtees to pay an Annuity to a Wife for her ſeparate Uſe notwithſtanding her Coverture.

——— *Upon Truſt*, that they the ſaid Sir *J. C.* and *J. C.* and the ſurvivor of them and his heirs, ſhall, as he and they ſhall receive the ſame, pay over the ſaid annual ſum of 100*l.* to the proper hands of the ſaid *T. B.* or to ſuch perſon or perſons as ſhe, notwithſtanding her coverture, ſhall direct or appoint for her perſonal and ſeparate uſe, wherewith the ſaid *G. P* her intended huſband ſhall not intermeddle, or have

any

any power to receive, incumber or diſpoſe of the ſame, or any part thereof; and the receipts the ſaid *T.* ſhall give to ſuch perſon or perſons who from time to time ſhall pay the ſame, to be good and effectual diſcharges both at law and in equity.

That the Truſtees out of an Eſtate limited to the ſecond Son, &c. ſhall pay the Wife a Rent-charge during her Life.

— *To the Uſe*, intent and purpoſe, that the ſaid *B. H.* wife of the ſaid Sir *H. H.* ſhall and may have, receive and take yearly and every year, during the time of her natural life, the annual ſum or yearly rent charge of 200 *l.* to be iſſuing and going out of all the ſaid capital meſſuage, *&c.* hereby granted, or intended ſo to be, the ſaid annual ſum or yearly rent-charge of 200 *l.* to be paid half-yearly, at *Michaelmas* and *Lady-Day*, by equal half-yearly payments, without any deduction or abatement for or by reaſon of any taxes, aſſeſſments, or any other impoſitions of any kind aſſeſſed or impoſed, or at any time hereafter to be aſſeſſed or impoſed on the ſaid annual ſum of 200 *l.* by authority of parliament, or otherwiſe howſoever; the firſt payment to be made on ſuch of the ſaid feaſts as ſhall next happen after the death of the ſaid Sir *H. H.* and to this further uſe, intent and purpoſe, that if it ſhall happen the ſaid yearly ſum or rent-charge of 200 *l.* or any part thereof, ſhall be behind and unpaid by the ſpace of ——— days, &c. (as in *proviſoes* in *annuities*); and as, for, touching and concerning the ſaid capital meſſuage, *&c.* ſo charged and chargeable with the ſaid annual ſum of 200 *l.* as aforeſaid, to the uſe and behoof of *M. H.* ſecond ſon of Sir *H. H.* and the heirs male of the body of the ſaid *M.* lawfully to be begotten; and for want of ſuch iſſue, charged and chargeable as aforeſaid, to the uſe and behoof of the ſaid Sir *H. H.* his heirs and aſſigns for ever.

Limitation of a Real Eſtate by way of Croſs Remainders between two Daughters.

TO *the Uſe* and behoof of all and every the ſaid daughter and daughters of the body of the ſaid *A. B.* on the body of the ſaid *C. D.* his wife to be begotten, and the heirs of the body and reſpective bodies of ſuch daughter and daughters, equally to be divided between ſuch daughters, if more than one, ſhare and ſhare alike, as tenants in common, and not as joint-tenants, and if there ſhall be but one ſuch daughter, then to the uſe of ſuch only daughter and the heirs of her body; *And* in caſe there ſhall be more than one ſuch daughter, and there ſhall be a failure of lawful iſſue of the body or bodies of ſuch other

other daughter and daughters, then as to the original part and ſhare, parts and ſhares, of ſuch daughter or daughters whoſe iſſue ſhall ſo fail, as well as to ſuch other part and ſhare, parts and ſhares, as by virtue of this preſent clauſe ſhall have become veſted in, or accrued unto any of the ſame daughter and daughters, or her or their iſſue, upon failure of iſſue of any other of the ſaid daughters, to the uſe of the remaining and other and others of the ſaid daughter and daughters, and the heirs of the body and reſpective bodies of ſuch remaining and other daughter and daughters, equally to be divided between ſuch remaining and other daughters (if more than one), ſhare and ſhare alike, as tenants in common, and not as joint-tenants, and if there ſhall be but one ſuch remaining or other daughter, then to the uſe of that daughter and the heirs of her body; and in default of ſuch iſſue, *&c.*

* *Another Limitation of the Truſt of Money in the Funds, ſubject to the Appointment of the Parents to Sons and Daughters and their Daughters, by way of Croſs Remainders.*

AND from and immediately after the deceaſe of the ſurvivor of them the ſaid *A. B.* and *C. D.* his ſaid intended wife, upon truſt for all and every the ſon and ſons, daughter and daughters, of the ſaid *A. B.* on the body of the ſaid *C. D.* his intended wife, to be begotten, and the children of ſuch ſons and daughters, in caſe any of them ſhall be then dead, leaving iſſue, and to go, or be paid, aſſigned or transferred, to ſuch ſons and ſons, daughter and daughters, and the children of ſuch ſons or daughters at ſuch time or times, and, if more than one, in ſuch ſhares and proportions, and with and ſubject to ſuch proviſoes, conditions and limitations over; (ſuch limitations over being for the benefit of ſome or one of them,) as the ſaid *A. B.* ſhall, by any deed or deeds, writing or writings, with or without power of revocation, to be ſealed and delivered by him in the preſence of, and atteſted by two or more credible witneſſes, or by his laſt will and teſtament, in writing, ſigned in the preſence of, and atteſted by the like number of witneſſes, direct or appoint, and in default of ſuch direction and appointment as aforeſaid, then as to the whole of the ſaid ſum of 10,000 *l.* three *per cent* conſolidated bank annuities, and in caſe any ſuch direction or appointment ſhall be made, which ſhall not be a compleat direction or appointment of the whole of the ſaid 10,000 *l.* three *per cent.* conſolidated bank annuities, then as to ſo much and ſuch part of the ſaid 10,000 *l.* conſolidated bank annuities, whereof no ſuch direction or appointment as aforeſaid ſhall be made, as the ſaid *C. D.* in caſe ſhe ſhall ſurvive the ſaid *A. B.* by any deed or deeds, writing or writings, with or without power of revocation, to be ſealed and delivered by her in the preſence of, and atteſted by two or more credible witneſſes, or by her laſt will and teſtament, in writing, ſigned in the preſence of, and atteſted by the like number of witneſſes, ſhall direct or appoint, and in default of any ſuch direction or appointment as aforeſaid, then as to the whole of the ſaid 10,000 *l.* three *per cent.* conſolidated bank annuities,

ties, and in caſe any ſuch direction or appointment ſhall be made, which ſhall not be a compleat direction or appointment of the whole of the ſaid 10,000 *l.* three *per cent.* conſolidated bank annuities, then as to ſo much and ſuch part of the ſame bank annuities, whereof no ſuch direction or appointment, as aforeſaid, ſhall be made, in truſt for all and every the ſon and ſons, daughter and daughters of the ſaid *A. B.* on the body of the ſaid *C. D.* his intended wife to be begotten as aforeſaid, and the children of ſuch ſons or daughters, in caſe any of them ſhall happen to be then dead leaving iſſue, in equal ſhares and proportions (but the child or children of ſuch of the ſaid ſons or daughters as ſhall then happen to be dead, ſhall be intitled only to the ſhare which his, her, or their father or mother would have been intitled to if living, equally to be divided among ſuch children, if there be more than one, ſhare and ſhare alike, but if but one, then wholly to that one) ſuch ſhare and ſhares to be paid, aſſigned or transferred to him, her, or them, as and when he, ſhe and they ſhall ſeverally attain his, her, or their age or reſpective ages of twenty one years, or be married, which ſhall firſt happen; in caſe the ſaid *A. B.* and *C. D.* ſhall be then dead; but if any ſuch ſons and daughters, or the child or children of ſuch ſons or daughters, as ſhall then happen to be dead, ſhall attain his, her, or their age or ages of twenty-one years, or be married in the lifetime of the aforeſaid *A. B.* and *C. D.* his intended wife, or the lifetime of the ſurvivor of them, the ſhare or ſhares of ſuch ſons or daughters, child or children of and in the ſaid ſum of 10,000 *l.* three *per cent.* conſolidated bank annuities, ſhall be paid, or aſſigned and transferred to him, her or them, immediately after the deceaſe of the ſurvivor of them the ſaid *A. B.* and *C. D.* or as ſoon after as may be, *Provided always*, that if any of ſuch ſons or daughters, or the child or children of ſuch ſons or daughters, in caſe any of them ſhall be dead, ſhall die before he, ſhe, or they ſhall attain his, her, or their age or ages of twenty-one years, or be married reſpectively, then the ſhare or ſhares of him, her or them ſo dying as aforeſaid, ſhall, from time to time, accrue and belong to the ſurvivors or ſurvivor, or others or other of ſuch ſons or daughters, child or children, but the ſhare or ſhares of ſuch child or children of a deceaſed ſon or daughter, who ſhall die before he, ſhe or they ſhall attain his, her or their age of twenty-one years, or be married reſpectively, ſhall go, accrue or belong to the ſurvivors or ſurvivor of the children, by the ſame father or mother, and ſhall not accrue or ſurvive to ſuch other ſons or daughters as are living, or child or children of ſuch other ſons or daughters as are deceaſed, unleſs all the children, by the ſame father or mother, ſhall be then dead, and be paid or aſſigned, and transferred to him, her, or them, if more than one, equally, ſhare and ſhare alike, at ſuch reſpective time or times, and in the ſame manner as is herein before declared or expreſſed, touching his, her and their original ſhare and ſhares, and in caſe any other or others of the ſaid ſons or daughters, child or children, ſhall die before he, ſhe or they ſhall attain his, her or their age or ages of twenty-one years, or be married reſpectively, then all and every the accruing or ſurviving ſhare and ſhares of ſuch ſons and daughters, child and children dying as aforeſaid, ſhall again, from time to time, accrue and go together, with his, her or their original ſhare or ſhares to the then

ſurvivors

ſurvivors or ſurvivor, or others or other of them in manner aforeſaid, and ſhall be payable, aſſignable, and transferable, as and when his, her or their original ſhare or ſhares ſhall, by virtue of theſe preſents, become payable or aſſignable to him, her or them.

* *Limitation of the Truſts of Money, with various Contingent Diſpoſitions between Daughters, not ſubject to the Controul or Diſpoſition of their Huſbands,* &c.

AND upon this further truſt, that after the raiſing and advancing of the aforeſaid ſum of 2500 *l.* for the purpoſes aforeſaid, they the ſaid truſtees, or the ſurvivors or ſurvivor of them, his or their executors, adminiſtrators or aſſigns, ſhall and do make an equal diviſion of all the reſt and reſidue of the ſaid *Abel Aſh*'s eſtate and effects amongſt, or for the benefit of all the daughters of him the ſaid *Abel Aſh*, ſhare and ſhare alike, and pay and diſpoſe of the ſame accordingly, in ſuch manner, and at ſuch times as are herein after for that purpoſe mentioned; that is to ſay, the part and ſhare of each and every of the ſaid daughters to be put and placed out upon ſome good public or private ſecurity or ſecurities, at intereſt, or laid out, and inveſted in the purchaſe of ſtock in the bank of *England*, *South-Sea* Company, *Eaſt India* Company, or of *South-Sea* annuities, or ſome other good public funds, and the intereſt and annual produce thereof to be paid to ſuch daughters reſpectively, during their reſpective lives, for their own ſole and ſeparate uſe, and wherewith their then, or any after taken huſband or huſbands ſhall not intermeddle, or have any controuling or diſpoſing power over the ſame, or any part thereof; nor ſhall the ſame be liable to any of their huſband's debts or incumbrances, nor ſhall ſuch huſband or huſbands be capable of giving receipts for the ſame, or any part thereof. And after the ſeveral and reſpective deaths of ſuch daughters, their ſeveral and reſpective parts and ſhares ſhall go and be paid in manner following; that is to ſay, the part and ſhare of each ſuch daughter ſhall go and be paid to all and every her children by her firſt huſband (except her eldeſt or only ſon for the time being by ſuch huſband) to be equally divided amongſt them (if more than one) ſhare and ſhare alike; and if but one ſuch child, then to ſuch only child, to and for his or her own uſe and benefit: The parts and ſhares of ſuch children, together with ſuch improvement as in the mean time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a ſon or ſons at his or their reſpective age or ages of twenty-one years; and to ſuch of them as ſhall be a daughter or daughters, at her or their reſpective age or ages of twenty-one years, or day or days of marriage, which ſhall firſt happen, provided ſhe or they marry with the advice and conſent of the ſaid *Emma*, wife of the ſaid *Abel Aſh*, if then living; and in caſe ſhe be then dead, with the advice and conſent of the ſaid truſtees, or the ſurvivors or ſurvivor of them, his executors or adminiſtrators; and in caſe any of ſuch children (except as aforeſaid) ſhall die before his, her or their reſpective ſhare

The reſidue of his eſtates to be equally divided among his daughters, each part to be put out at intereſt.

The intereſt, &c. to be paid to each during life, for her ſeparate uſe, and after their reſpective deaths to go to their children by the firſt huſband (except eldeſt ſons.)

Payable to ſons at twenty-one. To daughters at twenty-one or marriage; ſo that they marry with conſent. Benefit of ſurvivorſhip, &c.

ſhare or ſhares ſhall become payable; or in caſe any younger ſon ſhall become an eldeſt ſon, then, and in either of the ſaid caſes the ſhare or ſhares of him, her or them ſo dying or becoming an eldeſt ſon as aforeſaid, ſhall, together with the improvements thereof, go and be paid to the ſurvivors or ſurvivor, or others or other of ſuch children by the ſame mother (except as aforeſaid) ſhare and ſhare alike, as, and when the original ſhare or ſhares of ſuch ſurvivors or ſurvivor, or others or other of them ſhall become payable by virtue of theſe preſents; provided always, that in caſe all the children of any of the ſaid daughters by her firſt huſband (except as aforeſaid) ſhall happen to die before any of their reſpective ſhare or ſhares ſhall become payable as aforeſaid, then the ſhare or ſhares of ſuch daughter or daughters, together with the improvements thereof, as aforeſaid, ſhall go and be paid to the eldeſt or only ſon of ſuch daughter or daughters reſpectively, by ſuch firſt huſband, at his age of twenty-one years. Provided alſo, that in caſe any of the ſaid daughters ſhall happen to die not having any child or children by her or their firſt huſband or huſbands, or having ſuch, all of them ſhall die before their reſpective parts or ſhares ſhall become payable to them reſpectively by virtue of theſe preſents, then the ſhare or ſhares of ſuch daughter or daughters ſhall go and be paid to all and every her and their reſpective child and children by any after taken huſband or huſbands, to be equally divided amongſt them (if more than one) ſhare and ſhare alike; and if but one ſuch child of any one ſuch daughter, then the ſhare of ſuch daughter to be paid to ſuch her only child; the parts or ſhares of the ſaid laſt mentioned child or children, together with ſuch improvement as in the mean time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a ſon or ſons, at his or their reſpective age or ages of twenty-one years; and to ſuch of them as ſhall be a daughter or daughters, at her or their reſpective age or ages of twenty-one years, or day or days of marriage, which ſhall firſt happen; provided ſhe or they marry with ſuch advice and conſent as aforeſaid. Provided alſo, that in caſe any of the ſaid daughters of the ſaid *Abel Aſh* ſhall die in the life-time of him and the ſaid *Emma* his wife, or of the ſurvivor of them, and ſhall leave one or more child or children by her or their firſt or any after taken huſband or huſbands, then, and in ſuch caſe, the part or ſhare, or parts or ſhares of the premiſſes, which by virtue of theſe preſents, and the truſts aforeſaid, would have come and accrued to ſuch daughter or daughters, and her or their child or children in manner as aforeſaid, in caſe the ſame daughter or daughters had ſurvived the ſaid *Abel Aſh* and *Emma* his wife, ſhall, together with the improvement in the mean time to be made of the ſame, go and be paid to the child or children of ſuch daughter or daughters at ſuch times, and in ſuch manner, and upon, and under ſuch contingencies and reſtrictions, as the ſame would have been payable to her or their child or children by virtue of the aforeſaid truſts, in caſe ſuch daughter or daughters had ſurvived the ſaid *Abel Aſh* and *Emma* his wife; any thing herein contained to the contrary notwithſtanding. Provided further, that in caſe one or more of the three eldeſt daughters of the ſaid *Abel Aſh*, *viz.* *Hannah Jones* wife of *John Jones*, eſq. *Letitia Moore* wife of *Matthew Moore*, eſq; and *Olivia Peers* wife of *Peter Peers*, eſq; ſhall die without any child or children living at her or their reſpective deaths, or there

If all the younger children die, then to the ſon only.

If daughter of the appointor have no child living, &c. by the firſt huſband, then her children by other huſbands may take.

If a daughter dies in the life-time of the appointor and his wife, her children to take as above.

If any of the three eldeſt daughters die without a child to whom a ſhare ſhall become payable.

there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe, the part or ſhare, or parts or ſhares of the ſame daughter or daughters, together with ſuch improvement as ſhall be made of the ſame in the mean time, from and after the deceaſe of the ſame daughter or daughters, and failure of her or their child or children as aforeſaid, ſhall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the ſaid three laſt named daughters of him the ſaid *Abel Aſh*, to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of ſuch other or others of the ſame three daughters would have been payable to her or their child or children by virtue of the truſts aforeſaid, if ſuch other daughter or daughters had been then actually dead; the ſame child or children of every ſuch other or others of the ſame three daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers' ſhare or ſhares of and in the premiſſes (together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid) to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of ſuch other or others of the ſame three daughters would have been payable to her or their child or children by virtue of the truſts aforeſaid, if ſuch other daughter or daughters had been then actually dead; the ſame child or children of every ſuch other or others of the ſame three daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers' ſhare or ſhares of and in the premiſſes, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid; alſo that in caſe one or more of the ſaid three youngeſt daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe the part or ſhare, or parts or ſhares of the ſame daughter or daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the ſaid three youngeſt daughters of the ſaid *Abel Aſh*, to be paid at ſuch times and in ſuch manner, and upon and under ſuch contingencies and reſtrictions,

her ſhare to go to the children of the others of thoſe daughters.

If all the three eldeſt die without ſuch child, &c.

And in caſe all of them the ſaid three daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe the parts or ſhares of all of them the ſaid three eldeſt daughters (together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid) ſhall go and remain to all and every child or children then living, or then after to be born of the three youngeſt daughters of him the ſaid *Abel Aſh*, viz. *Rachael* wife of *Stephen Sims*, eſq; *Tabitha* wife of *William Wells*, eſq; and *Amey* wife of the reverend *Charles Criſp*, to be paid at ſuch times and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of the ſaid three youngeſt daughters reſpectively would have been payable to her or their reſpective child or children by virtue of the truſts aforeſaid, if they or any of them the ſaid three youngeſt daughters had been then actually dead; the ſame child or children of each of them the ſaid three youngeſt daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers' ſhare or ſhares of and in the premiſſes, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid; alſo that in caſe one or more of the ſaid three youngeſt daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe the part or ſhare, or parts or ſhares of the ſame daughter or daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the child or children then living, or then after to be born of the other or others of them the ſaid three youngeſt daughters of the ſaid *Abel Aſh*, to be paid at ſuch times and in ſuch manner, and upon and under ſuch contingencies and reſtrictions,

their ſhares to go to the children of the three youngeſt daughters,

If any of the three youngeſt daughters die without ſuch child, &c. her ſhare to go to the children of the others of thoſe daughters,

ſtrictions, as the ſhare or ſhares of ſuch other or others of the ſame three daughters would have been payable to her or their child or children by virtue of the truſts aforeſaid, if ſuch other daughter or daughters had been actually dead; the ſame child or children of every ſuch other or others of the ſame three daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers' ſhare or ſhares of and in the premiſſes, together with ſuch improvements as in the mean time ſhall be made of the ſame as aforeſaid. And in caſe all of them the ſaid three youngeſt daughters of the ſaid *Abel Aſh* ſhall die without any child or children living at their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe, the parts or ſhares of all of them the ſaid three youngeſt daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall go and remain to all and every the child and children then living, or then after to be born of the ſaid three eldeſt daughters of him the ſaid *Abel Aſh*, to be paid at ſuch times, and in ſuch manner, and upon and under ſuch contingencies and reſtrictions, as the ſhare or ſhares of the ſaid three eldeſt daughters reſpectively would have been payable to her or their reſpective child or children by virtue of the truſt aforeſaid, if they or any of them the ſaid three eldeſt daughters ſhould then actually dead; the ſame child or children of each of them the ſaid three eldeſt daughters to ſtand in the place and ſtead of his, her or their reſpective mother or mothers, and to have and enjoy his, her or their reſpective mother or mothers' ſhare or ſhares of and in the premiſſes, together with ſuch improvements as in the mean time ſhall be made of the ſame as aforeſaid. Provided always nevertheleſs, that in caſe all the ſaid ſix daughters of the ſaid *Abel Aſh* ſhall die without any child or children of them or any of them living at her or their reſpective deaths, or there being ſuch child or children, all of them die before their or any of their reſpective parts or ſhares of the premiſſes ſhall become payable by virtue of the truſts aforeſaid, then, and in ſuch caſe, the part or ſhare of each of the ſame daughters, together with ſuch improvement as in the mean time ſhall be made of the ſame as aforeſaid, ſhall be, go and remain unto the legal repreſentatives of ſuch reſpective daughter.

and if all the three youngeſt die without ſuch child, &c. their ſhares to go to the children of the three eldeſt daughters.

If all the ſix daughters die without ſuch child, &c. their ſhares to go to their reſpective repreſentatives.

Aſſiſting Limitations in a Settlement, in caſe of not taking the Settlor's Name, or acquiring other Eſtates.

PROVIDED *always*, and it is hereby declared, that the perſon or perſons whom the ſaid *A. B.* ſhall marry, and the perſon or perſons who ſhall marry the daughter or daughters of the ſaid *C D.* by the ſaid *A. B.* or the ſurvivor of them, and every perſon and perſons who by virtue of the limitations herein before contained, or of this proviſo or of the proviſo next herein after contained ſhall become intitled to the

Proviſo for taking the ſettlor's name and bearing his arms.

the poſſeſſion or to the receipt of the rents and profits of the manor, hereditaments and premiſſes hereby granted and releaſed, or expreſſed and intended ſo to be, ſhall and do within the ſpace of one year next after they reſpectively ſhall ſo marry or become intitled to the poſſeſſion, or to the rents and profits thereof, or to the annual ſum of money to be charged thereupon, take upon him and them and uſe in all deeds and writings whereto or wherein he or they ſhall be party or parties, the ſurname of *B.* only, and take and uſe no other ſurname; and alſo ſhall and do quarter the arms of *B.* with his or their own family arms; and ſhall and do within the ſpace of one year next after he or they reſpectively ſhall ſo marry or become intitled as aforeſaid, apply, ſue for, and endeavour to obtain an act of parliament or a proper licence from the crown, or take ſuch other means as may be requiſite and proper to enable and authoriſe him and them reſpectively, to take and bear the ſaid ſirname and arms of *B.* only; and in caſe any ſuch perſon or perſons ſhall refuſe or neglect ſo to take ſuch ſirname and arms, and to take ſuch proper ſteps or means as ſhall be requiſite to enable and authoriſe him and them ſo to do within the ſpace of two years after ſuch marriage aforeſaid, then if the perſon ſo refuſing or neglecting, ſhall be the husband of the ſaid *A. B.* the limitation herein before contained, to the uſe of, or in truſt for the ſaid *A. B.* ſhall ceaſe, determine, and become utterly void, and any annual ſum, which by virtue of the proviſo for that purpoſe herein after contained, the ſaid *A. B.* ſhall have granted limited or appointed to the uſe of ſuch huſband ſo refuſing or neglecting, and the powers or remedies and term of years for ſecuring the ſame ſhall alſo ceaſe, determine, and become utterly void; and if the perſon ſo refuſing or neglecting ſhall be the huſband of any of the daughters of the ſaid *G. B.* by the ſaid *A. B.* or of the ſurvivor of the ſaid *G. B.* and *M. B.* the limitation herein before contained to the uſe of, or in truſt for the daughter whoſe huſband ſhall ſo refuſe or neglect to take the name or uſe the arms of *B.* as aforeſaid, ſhall ceaſe and determine, and become utterly void, as if ſuch daughter was dead without iſſue; and if the perſon ſo refuſing or neglecting, ſhall be any other, than the huſband of the ſaid *A. B.* or ſuch huſband of any of the daughters of the ſaid *B.* the limitations herein before contained of the ſaid manors hereditaments to the uſe of or in truſt for him or them ſo neglecting or refuſing, ſhall ceaſe, determine, and become utterly void, and the ſaid manors and hereditaments ſhall in ſuch caſe immediately thereupon go to the perſon next entitled in remainder under the limitations herein before contained in the ſame manner, as if the perſon or perſons whoſe eſtate ſhall ſo ceaſe, determine, and become void, being tenant or tenants for life, was or were dead, or being tenant or tenants in tail was or were dead without iſſue, without prejudice nevertheleſs to any jointure or jointures, portion or portions, annual ſum or annual ſums of money, leaſe or leaſes, demiſe or demiſes, which before ſuch ceſſer or determination ſhall have been granted or demiſed for, or charged upon any of the ſaid hereditaments, in purſuance of any of the powers herein after in that behalf contained, except ſuch annual ſum, and the powers or remedies and term of years as ſhall have been ſo granted, limited, or appointed by the ſaid *A. B.* as aforeſaid; *And provided* that ſuch ceſſer or determination of the eſtate of the ſaid *A. B.* or of any other tenant for life ſhall not operate to exclude, prevent, or prejudice any of the contingent remainders.

Proviſo for preſerving contingent remainders.

remainders herein before limited, to his or her ſon or ſons, or other perſons, but that the remainder limited to the ſaid truſtees and their heirs, during the life of the ſaid *A. B.* or ſuch other tenant for life, ſhall, after ſuch ceſſer or determination take effect and continue, for preſerving ſuch contingent remainders, and giving them effect, as they may ariſe; *And alſo* ſo, *And provided nevertheleſs*, that the ſaid truſtees and their heirs ſhall, after ſuch ceſſer or determination, and during the ſuſpence and contingency of any ſuch then next expectant remainder, receive and pay, and apply the rents and profits of the ſame premiſſes, which would belong to ſuch tenant for life if ſuch ceſſer or determination had not taken place, unto ſuch perſon or perſons, and for ſuch intents and purpoſes, and in the ſame manner, as under and by virtue of the limitations and proviſoes herein before contained, the ſame would be or have been payable and applicable to, reſpectively, in caſe ſuch tenant for life was actually dead, ſo that the iſſue of the ſaid *A. B.* or of ſuch other tenant for life, entitled for the time being, under the limitations aforeſaid, of the premiſſes in remainder immediately expectant on the deceaſe of the ſaid *A. B.* or of ſuch other tenant for life, may, if then *in eſſe*, be entitled to receive, to and for his own uſe and benefit, ſuch rents and profits, during the life of the parent, as if ſuch parent were dead; and in caſe no ſuch iſſue be *in eſſe*, then during the vacancy and contingency of ſuch caſe, the perſon next entitled, for the time being, under the limitations aforeſaid, to a veſted remainder in the premiſſes expectant on the deceaſe of the ſaid *A. B.* or of ſuch other tenant for life, and failure of ſuch iſſue, ſhall and may be entitled to and receive to and for his proper uſe and benefit, ſuch rents, iſſues and profits, without any excluſion of or prejudice to the eſtate, intereſt or right of any ſuch iſſue afterwards coming *in eſſe*, and thereupon becoming entitled to ſuch rents and profits from the time of the birth of ſuch iſſue reſpectively, charged nevertheleſs, and ſubject, and without prejudice to any ſuch jointure or jointures, portion or portions, annual ſum or annual ſums of money, with the term or terms of years, remedies and ſecurities for the ſame reſpectively, except as herein before excepted, leaſe or leaſes and demiſes, as before ſuch ceſſer or determination of the eſtate of the perſon or perſons ſo neglecting or refuſing ſhall have been limited, ſettled, appointed, created, granted or demiſed of or in the ſaid hereditaments hereby granted and releaſed, or any of them, purſuant to and by virtue of the powers herein after for theſe purpoſes reſpectively contained, or any of them; *Provided always*, and it is hereby further declared, that when and ſo often as any manors, lands, or hereditaments, the clear annual rents, iſſues and profits of which, after ſatisfying the intereſt of the mortgages or other incumbrances, bearing intereſt then affecting the ſame, and the land charges, and other yearly payments then iſſuing thereout and charged thereupon, and the average of the deductions to be made thereout for or in reſpect of taxes or other parliamentary impoſitions, ſhall amount to the ſum of 1400*l.* of lawful money of *Great Britain*, ſhall deſcend or come for any eſtate of freehold or inheritance in poſſeſſion, to any of the perſons, who by virtue of the limitations herein before contained, ſhall be entitled either in poſſeſſion or remainder, to the manors and hereditaments hereby granted and releaſed, for any eſtate for life, or in tail male, or in tail, (except the ſaid *A. B.* or any of the iſſue of her body) then and in ſuch caſe, and ſo often as the ſame ſhall happen, the eſtate herein before limited to or for the benefit of or in truſt for him or them,

Proviſo for ſhifting the eſtate in caſe of the perſons entitled acquiring another eſtate of the value of 1400*l.* a-year.

and his or their iſſue, of and in all and every the manors and hereditaments herein before granted and releaſed ſhall then ceaſe, determine, and become void; and the ſame manors and hereditaments ſhall immediately thereupon go to the perſon and perſons next in remainder, expectant on the deceaſe and failure of iſſue of the perſon ſo becoming entitled to ſuch manors and hereditaments of the clear annual value of fourteen hundred pounds, in the ſame manner as ſuch perſon or perſons ſo in remainder would take or have taken the ſame by virtue of the limitation herein before contained, in caſe he or they ſo being entitled to ſuch manors and hereditaments of the clear annual ſum of fourteen hundred pounds, was or were actually dead without iſſue, ſuch perſon or perſons ſo in remainder, conforming or complying with the condition or proviſo herein before contained for taking and uſing the ſirname and quartering the arms of *B.* as aforeſaid, ſo and provided nevertheleſs, that any ſuch ceſſer or determination of the eſtate of the perſon or perſons to whom the ſaid manors or hereditaments of ſuch clear annual value of fourteen hundred pounds ſhall deſcend or come, ſhall not in any wiſe prejudice or affect any ſuch jointure or jointures, portion or portions, annual ſum or annual ſums of money, term or terms, remedies or powers for ſecuring the ſame reſpectively, leaſe or leaſes and demiſes, as before ſuch ceſſer or determination ſhall have been limited, ſettled, appointed, created, granted or demiſed, of or in the hereditaments hereby granted and releaſed, or any of them, purſuant to and by virtue of the powers herein after for thoſe purpoſes reſpectively expreſſed or contained or any of them.

Memorials.

A Leaſe for a Year.

A Memorial to be regiſtered, purſuant to an act of parliament made in the 7th year of her late majeſty queen *Anne*, intituled, An act for the publick regiſtering of deeds, conveyances, wills, and other incumbrances, which ſhall be made, or that may affect any honours, manors, lands, tenements or hereditaments within the county of *Middleſex*, after the 29th day of *September*, 1709.

Or the Preamble may be ſhorter, thus:

A Memorial to be regiſtered, purſuant to an act of parliament made and paſſed for the publick regiſtering of deeds, *&c.* relating to eſtates within the county of *Middleſex*. *Or*, *A Memorial* to be regiſtered purſuant to an act of parliament made for that purpoſe.

OF *an Indenture*, bearing date the —— day of —— in the —— year of the reign of our ſovereign lord *George* the Second, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith, *&c.* and in the year of our Lord —— made between *J. A.* of —— of the one part, and *R. R.* of —— of the other part; purporting to be a leaſe for a year, to veſt the poſſeſſion of and concerning *All* that meſſuage or tenement, with the appurtenances, ſituate, lying, and being in —— in the ſaid county of *Middleſex*, late in the tenure or occupation of —— called or known by the name of —— and all buildings, yards, gardens, backſides, ways, eaſements, profits, commodities, and appurtenances whatſoever, to the ſaid premiſſes belonging, or in any wiſe appertaining, or accepted, reputed or known as part, parcel or member thereof, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes; *Which* ſaid indenture of leaſe is witneſſed by *T. A.* of —— in the pariſh of —— in the county of —— eſq; and *J. W.* of —— gent. *And*

A. and *B.* regiſtered at half an hour paſt — in the forenoon of the —— day of —— upon the affidavit of *W.* by *T. Jones*, regiſter.

is hereby required to be regiſtered, purſuant to the ſaid act, by me the ſaid *J. A.* the grantor. *As witneſs* my hand and ſeal, the —— day of —— 1740.

Signed and ſealed in the preſence of *J. A.*
A. B.
C. D.

Of a Releaſe.

A Memorial to be regiſtered, purſuant to, &c. *(as before)*,

A. and *R.* regiſtered at half an hour paſt —— in the forenoon of the —— day of —— 1740, upon the oath of *William*, by *T. J.* regiſter.

AN *Indenture* dated the —— made between *J. A.* of —— of the one part, and *R. R.* of —— of the other part, purporting to be a releaſe of all and ſingular the ſame premiſſes mentioned in a leaſe for a year, bearing date the day before the day of the date of the ſaid releaſe, and made between the ſaid *J. A.* of the one part, and the ſaid *R. R.* of the other part; a memorial of which is regiſtered at the ſame time herewith; which indenture of releaſe is witneſſed by *T. A.* of —— eſq; and *J. W.* of —— gent. and is hereby required to be regiſtered by me the ſaid *J. A.* the grantor in the ſaid indenture of leaſe. *As witneſs* my hand and ſeal, this —— day of ——

Signed and ſealed in the preſence of *J. A.*

Of an Aſſignment of a Term to attend the Inheritance of the Premiſſes conveyed by the Leaſe and Releaſe.

A Memorial to be regiſtered, &c. of

AN *Indenture* of an aſſignment bearing date, &c. *Between*, &c. purporting to be an aſſignment of the reſt, reſidue and remainder of a term of 1000 years, granted to the ſaid —— of and in the ſame premiſſes, lying and being in —— in the county of *Middleſex*, mentioned in an indenture of leaſe, made between, &c. (i. e. *in the leaſe for a year*) a memorial whereof is regiſtered at the ſame time herewith, and which ſaid term is aſſigned to the ſaid —— to attend and wait upon the freehold and inheritance of the ſaid premiſſes by the ſaid indenture of leaſe and the releaſe conveyed to the ſaid *R. R.* and which ſaid indenture of aſſignment is witneſſed by, &c.

The

The Concluſion of a Memorial where the Parties executed the Deeds at ſeveral Times.

——*Which* ſaid indenture *quadripartite*, as to the execution thereof by the ſaid *J. J.* is witneſſed by *O. M.* of, &c. and *J. B.* of, &c. as to the execution thereof by the ſaid *J.* is witneſſed by *J. B. G. B.* of, &c. and *W. S.* of, &c. and as to the execution thereof by the ſaid *T.* is witneſſed by *W. S.* of, &c. the ſaid *O. M.* and *J. M.* of, &c. a memorial whereof is hereby required to be regiſtered, purſuant to the ſaid act of parliament by me the ſaid Sir *T. W.* the grantee in the ſaid indenture. *As witneſs* my hand and ſeal this 10th day of *June* in the year of our Lord one thouſand, &c.

Signed, &c.

Of a Bargain and Sale to be inrolled.

A Memorial, &c. (as before)

AN *Indenture* dated the —— made between *J. A.* of —— of the one part, and *R. R.* of —— of the other part, purporting a deed of bargain and ſale to be inrolled of and concerning the premiſſes mentioned in a leaſe for a year, bearing date the day next before the day of the date of the ſaid indenture of bargain and ſale, (*or as the date is*) and made between the ſaid *J. A.* of the one part, and the ſaid *R. R.* of the other part; a memorial whereof is regiſtered at the ſame time herewith, (*or as the time is*) which indenture of bargain and ſale is witneſſed by *J. A.* of —— and *J. W.* of —— and is hereby required to be regiſtered by me the ſaid *J. A.* the grantor in the ſaid deed of bargain and ſale mentioned. *As witneſs* my hand and ſeal, this —— day of ——

Signed, &c. *J. A.*

A. and *R.* regiſtered, &c. (as before.)

Of a Leaſe for Years.

A Memorial, &c. (as before)

AN *Indenture* of leaſe, bearing date the —— made between *W. C.* of —— of the one part, and *J. C.* of —— of the other part, whereby the ſaid *W. C.* for the conſiderations therein mentioned, did demiſe to the ſaid *J. C. All* that —— ſituate, lying and being —— abutting —— now in the tenure or occupation of the ſaid *J. C. To hold* for the term of —— years, to commence from —— at the yearly rent of

C. and *C.* regiſtered, &c.

of —— *l.* of good and lawful money of *Great Britain*; which ſaid indenture of leaſe is witneſſed by —— and is hereby required to be regiſtered, purſuant to the ſaid act, by me the ſaid *J. C.* the leſſee in the ſaid indenture. *As witneſs*, &c. (*as before.*)

Signed, &c. (*as before.*) *J. C.*

Of a Mortgage for Years.

A Memorial, &c.

W. and *D.* regiſtered, &c.

AN *Indenture* of mortgage, dated the —— made between *W. D.* of —— of the one part, and *J. W.* of —— of the other part; whereby the ſaid *W. D.* for and in conſideration of —— *l.* demiſed unto the ſaid *J. W. All* that —— ſituate and being in —— and called or known by the name of —— now in the tenure of —— *To hold* unto the ſaid *J. W.* for the term of —— years; *Subject nevertheleſs* to a proviſo, that the ſame ſhall be void on payment of the ſum of —— *l.* and lawful intereſt for the ſame, on the —— day of —— 1742, *Which* ſaid indenture of mortgage is witneſſed by —— and is hereby required to be regiſtered, purſuant to the ſaid act of parliament, by me the ſaid *W. D.* the grantor is the ſaid deed. *As witneſs*, &c.

Signed, &c. *W. D.*

The Form in the Eaſt-Riding *of* York.

A Memorial to be regiſtered in the office at *Beverly* in the *Eaſt Riding* of the county of *York*, purſuant to an act of parliament made in the ſixth year of her late majeſty queen *Anne*, for regiſtering deeds, conveyances and wills, and other incumbrances which ſhall be made of, or that may affect any manors, lands, tenements and hereditaments in the *Eaſt-Riding* of the county of *York*, after the 29th day of *September*, 1708.

AN *Indenture (purport and declaration of truſt touching the ſaid* 2000*l. and intereſt)* bearing date the 27th day of *February* now laſt paſt, and made between *R. W.* of, &c. of the one part, and *E. W.* of, (mother of the ſaid *R. W.*) of the other part; reciting, &c.

In the Weſt-Riding.

A Memorial to be regiſtered in the office at *Wakefield* in the *Weſt-Riding* of the county of *York*, purſuant to an act of parliament made in the ſecond year of the reign of her late majeſty queen *Anne*, for regiſtering

giſtering all deeds, conveyances and wills, that ſhall be made of any honors, manors, lands, tenements or hereditaments, within the *Weſt-Riding* of the county of *York*, after the 29th day of *September*, 1708.

BE *it remembered*, That an indenture of bargain and ſale for a year, bearing date the 14th day of *May* now laſt paſt, and made between, *&c.*

A Memorial of an Indorſement.

A Memorial, &c.

OF *a Deed Poll* bearing even date herewith, and written upon the back of an indenture *tripartite* of mortgage, bearing date the 3d day of *July* 1748, between *S. B.* of *&c.* of the firſt part, *M. C.* of, &c. of the ſecond part, and *J. B.* of, *&c.* of the third part; *Whereby* (her reciting, as therein expreſſed, and for the conſideration of 2000*l.* therein mentioned to be paid by the right honourable *H.* earl of *S.* to the honourable *R. M.* eſq; and lady *A. T.* his wife, and the right honourable *G. H.* earl of *L.*) by the direction and appointment of the ſaid *R.* eſq. and the lady *T.* his wife, (teſtified as therein mentioned) and of the ſaid *R. M.* and lady *A. T.* his wife, and every of them, *Did* (amongſt other things) aſſign and ſet over unto *H.* earl of *S. The* piece or parcel of ground, with the meſſuages or tenements and buildings thereupon built, being the ſame premiſſes compriſed in the ſaid indenture *tripartite*, (a memorial whereof ſhall be duly regiſtered on the —— day of —— 17—, Lib.—No.—,) *Subject nevertheleſs* to ſuch equity of redemption, as in the ſaid indorſement, bearing even date herewith mentioned; *Which* ſame indorſement was ſealed and delivered by the ſaid earl of *L. R. M.* and lady *T.* and is witneſſed by, *&c. And* is hereby required to be regiſtered, purſuant to the ſaid act, by me the ſaid *R. M. As Witneſs* my hand and ſeal this —— day of —— 17—

Signed and ſealed by the above named
R. M. in the preſence of

Another, a ſhorter.

A Memorial, &c. (*as before.*)

AN *Indorſement*, dated the —— day of —— made from *J. E.* of *E.* and *V.* —— and *W. V.* of —— on the back of a mortgage deed, dated regiſtered, the —— and made between the ſaid *J. E.* of the one part, and the ſaid &c. *W. V.* of the other part, of and concerning *All* that —— ſituate and being

being in —— now in the tenure or occupation of *J. D. Which* ſaid in dorſement is witneſſed by *I. C.* of —— and *R. W.* of —— and hereby required to be regiſtered by me the ſaid *J. E.* the grantor: *Witneſs*, &c.

Signed, *&c.* *J. E.*

Of a Will.

A Memorial, &c.

F. and *L.* regiſtered, &c.

A *Will* dated the —— made by *J. F.* of —— of and concer ing *All* that meſſuage and tenement in —— late in the tenu and occupation of *G. L.* (*or if the words of the will be general, then ſ* of and concerning all the lands, tenements or hereditaments which t ſaid *J. F.* died poſſeſſed of in the county of —— *Which* ſaid will witneſſed by *J. G.* of —— and *T. W.* of —— and *E. F.* —— *This Memorial* therefore is deſired to be regiſtered, purſua to the aboveſaid act, by me *E. L.* one of the deviſees in the ſaid w mentioned: *As Witneſs*, &c.

Signed, *&c.* *E. L.*

Of a Judgment.

A Memorial, &c.

G. and *W.* regiſtered, &c.

BETWEEN *T W.* gent. plaintiff, and *W. G.* late of the p riſh of —— in the county of —— eſq; defendant, of plea of debt for 100*l.* for coſts 63*s.*

I Do hereby certify, that judgment was ſigned in this cauſe t —— day of ——

Samuel Clarke.

In the King's Bench.

J. G. of —— maketh oath, that he ſaw *S. C.* eſq; the ſecondary the court of king's bench, ſign the certificate of the judgment in t memorial above-mentioned.

Sworn the —— day of —— before —— *J. G.*

In the Common Pleas.

—That he ſaw *George Cooke*, eſq; chief prothonotary of the court of common pleas, ſign the certificate in the memorial above-mentioned; Or,

—That he ſaw —— *Thompſon*, eſq; ſecond prothonotary of the court of common pleas, ſign, *&c.* Or,

—That he ſaw *John Borrett*, eſq; one of the prothonotaries of the court of common pleas, ſign, *&c.*

In the Exchequer.

—That he ſaw *T. M.* eſq; clerk of the pleas of the court of exchequer, ſign, *&c.*

Of a Statute.

A Memorial, &c.

W. H. of the pariſh of —— in the county of —— gent. at the city of *Briſtol*, in the county of *Somerſet*, before *J. G.* mayor, and *T. W.* clerk, acknowledged himſelf to owe *W. A.* of the pariſh of —— in the county of —— eſq; in —— *l.* the —— day of —— *H.* and *A.* regiſtered, &c.

I Do hereby certify, that the ſtatute above-mentioned was inrolled the —— day of ——

T. M.

J. M. clerk to Mr. *W. N.* of —— gent. maketh oath, that he saw Sir *T. M.* clerk of the ſtatutes, ſign the certificate above-mentioned.

Sworn the —— day of —— before ——

J. M.

Of a Recognizance in Chancery.

A Memorial, &c.

R. J. of the pariſh of —— in the county of —— eſq; before the lord the king in his chancery, acknowledged himſelf to owe *J.* and *P.* regiſtered, &c.

owe *G. P.* of ——— merchant, ———*l.* dated the ——— day of ———

I Do hereby certify, That the recognizance above-mentioned was inrolled in the high court of chancery the ——— day of ———

By *T. J.*

W. W. clerk to Mr. *J. T.* of —— maketh oath, That he saw *T. J.* sworn clerk to execute the office of inrolment in the high court of chancery, for the county of *Middlesex*, sign the certificate above-mentioned.

Sworn the ——— day of ——— before *J. P.* *W. P.*

A Certificate of Mortgage Money being paid.

To the Register for the County of *Middlesex.*

W. and *D.* entered the —— day of —— upon the oath of *M.* and *H.* by *T. J.* register.

I *J. W.* of —— do hereby certify, That *W. D.* of —— hath paid and satisfied all such sum and sums of money as were due and owing upon a mortgage made by the said *W. D.* to me, bearing date the —— day of —— and registered at —— of the clock in the forenoon of the —— day of —— following, in full discharge of the same: *And I* hereby require an entry of such payment and satisfaction to be made pursuant to the act of parliament in that case made and provided: *In witness* my hand this —— day of ——

Attested by *W. M.* of ——— *J. H.* of ——— *J. W.*

The Entry of the said Certificate.

W. and *D.* registered, &c.

MEMORANDUM, That upon the certificate of the within named *J. W.* dated the —— day of ——proved by the oath of *W. M.* of —— and *J. H.* of —— that all monies due on the within mentioned mortgage, are fully paid and satisfied in discharge of the same; this entry in discharge thereof is made pursuant to the said act of parliament ——— day of ———

By *Tho. Jones*, Register.

By the statute 7 Anne, *a memorial of all deeds and conveyances, and wills and devises in writing, made after the* 29*th of* September, 1709, *affect any honors, manors, lands, tenements or hereditaments in Middlesex, is to be registered, or shall be adjudged fraudulent and void against any subsequent purchasor or mortgagee for valuable considerations; and no such memorials*

t, ſtatute or recognizance (other than in the name, and upon account of majeſty) obtained after that day, to affect my honours, &c. in Middle-*, but only from the time of entering the memorial at the regiſter's*
c.

Where there are more deeds than one to a perfect conveyance or ſecurity, parcels and places where they lie need only be mentioned in one memorial, the others refer to that.

he act requires only the dates, perſons names, additions, parcels, wit-s names, and their additions and places of abode, to be contained in morial, but 'tis uſual to make a ſhort recital.

ſe memorials are to be on vellum or parchment; ſome have them on a ſix-penny ſtamp; others without a ſtamp; the regiſter receives both, to be ſigned and ſealed in common form by one of the grantors or ees, his or their executors, adminiſtrators, guardians or truſtees, at-d by two witneſſes; and one of the witneſſes to the deed muſt be a wit-to the memorial, who is to make oath of the due execution of both before regiſter, and alſo produce the deed, grant, or will, at the ſame time.

he memorial, certificate and affidavit of a judgment, ſtatute or recogni-ce, is written on one piece of parchment, with a treble ſix-penny ſtamp. if the ſtamp is neceſſary.

he memorials are to be left in the office, and after they are regiſtered, regiſter certifies the ſame upon the back of the deed, which certificate is ce in courts of record.

on certificates of mortgage money paid (where the memorial is regiſter-and ſigned by the mortgagee, his executors, adminiſtrators or aſſigns, by two witneſſes, and oath that the money is paid, and of ſigning ficate, the regiſter to make an entry thereof in the margin of the re-book againſt the regiſtry of the memorial, and to file the certificate. certificate ſhould be on parchment (without a ſtamp.)

he act requires the office hours to be from nine till twelve, and from till five every day except Sundays *and* Holy-days.

* *A Memorial of an Annuity, under the* 17*th* Geo. 3. c. 26.

rollment (*a*) of an annuity, to be regiſtered purſuant to the ſtatute of the ſeventeenth year of his preſent majeſty's reign, intitled "An act for regiſtering the grants of life annuities, and for the better protection of infants againſt ſuch grants.

MEMORIAL of a certain indenture of three parts, made the ——— day of ——— in the preſent year of our Lord 1791, ween *A. B.* of ——— in the county of ——— eſq; of the firſt , *C. D.* of ——— in the county of ——— eſq; of the ſecond , and *E. F.* of ———, in the aforeſaid county of ——— gent. (and

(a) By an act of the 25th year of the reign of his preſent majeſty, c. 26. inti-"An act for regiſtering the grants of life-annuities, and for the better tion of infants againſt grants," It is enacted, that a memorial of every deed,

(and which ſaid *E. F.* is a truſtee therein nominated and appointed on the part and behalf of the ſaid *C. D.*) of the third part, whereby it was witneſſed, that in conſideration of the ſum of ——— hundred pounds of lawful money of *Great Britain*, by the ſaid *C. D.* to the ſaid *A. B.*

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deed, bond, inſtrument, or other aſſurance, whereby any annuity or rent charge ſhall, from and after the paſſing of the ſaid act, be granted for one or more life or lives, or for any term of years, or greater eſtate, determinable on one or more life or lives, ſhall within *twenty days* of the execution of ſuch deed, bond, inſtrument, or other aſſurance, be inrolled in the high court of chancery, and that every ſuch memorial ſhall contain the day of the month and the year, when the deed, bond, inſtrument, or other aſſurance bears date, and the names of all the parties, and for whom any of them are truſtees, and of all the witneſſes, and ſhall ſet forth the annual ſum or ſums to be paid, and the name of the perſon or perſons for whoſe life or lives the annuity is granted, and the conſideration or conſiderations of granting the ſame, otherwiſe every ſuch deed, bond, inſtrument, or other aſſurance, ſhall be null and void to all intents and purpoſes.

And alſo that before any judgment ſhall be entered of record upon any warrant of attorney, for recovering or ſecuring the payment of any annuity or rent charge, that hath already been granted for one or more life or lives, or for any term of years, or greater eſtate determinable upon one or more life or lives, and before any execution ſhall be ſued out, or action brought on any deed, bond, inſtrument, or other aſſurance, ſhall be inrolled in the high court of chancery, and in caſe the party ſhall neglect to inrol the ſame, any ſuch judgment, execution, or proceeding in the actions reſpectively, ſhall be null and void.

And alſo that in every deed, inſtrument, or other aſſurance, whereby any annuity or rent-charge ſhall be granted, or attempted to be granted, the conſideration, really and *bona fide* (which ſhall be in money only) and alſo the name or names of the perſon or perſons by whom, or on whoſe behalf the ſaid conſideration, or any part thereof ſhall be advanced, ſhall be fully and truly ſet forth and deſcribed in words at length, and in caſe the ſum ſhall not be fully and truly ſet forth and deſcribed, every ſuch deed, inſtrument, or other aſſurance, ſhall be null and void to all intents and purpoſes.

And alſo that if any part of the conſideration ſhall be returned to the perſon advancing the ſame, or in caſe the conſideration, or any part of it, is paid in notes, if any of the notes, with the privity and conſent of the perſon advancing the ſame, ſhall not be paid when due, or ſhall be cancelled or deſtroyed without being firſt paid, or if the conſideration, or any part of it is paid in goods, or if any part of the conſideration is retained on pretence of anſwering the future payments of the annuity, or any other pretence; in all and every of the above caſes, it ſhall and may be lawful for the perſon by whom the annuity or rent-charge is made payable, to apply to the court in which any action is brought for payment of the annuity, on judgment entered, by motion to ſtay proceedings on the judgment or action, and if it ſhall appear to the court that ſuch practices as aforeſaid, or any of them have been uſed, it ſhall and may be lawful for the court to order the deed, bond, inſtrument, or other aſſurance to be cancelled, and the judgment, if any has been entered, to be vacated.

And alſo that a particular roll ſhall be provided and kept by the clerks of the inrolments in chancery, or their deputy, on which ſuch memorials ſhall be entered, and that every ſuch memorial ſhall be inrolled in order of time as the ſame ſhall be brought to the office; And the clerks of the inrolment, or their deputy, ſhall ſpecify upon the roll, the certain day, hour, and time on which ſuch memorial is brought to the office; and ſhall grant a certificate of the inrolment thereof, when required, and there ſhall be paid for the inrolment of every ſuch memorial, the ſum of one ſhilling, and no more, in caſe the ſame do not exceed two hundred words; but if ſuch memorial ſhall exceed two hundred words, then after the

B. in hand paid, at or immediately before the ſealing and delivery ...eof, the ſaid *A. B.* did give, grant, and confirm unto the ſaid ...*D.* his executors, adminiſtrators and aſſigns, for and during the ... of the natural life of the ſaid *A. B.* one clear annuity, yearly ...charge, or annual ſum of one hundred pounds of lawful money of ...*Britain*, to be iſſuing, going, and payable, had, received and ...n, by and out of and from, and charged and chargeable upon the ...ral lands, tenements and hereditaments therein particularly menti... and deſcribed, with the uſual powers of diſtreſs and entry; *And* ...which ſaid indenture, it was further witneſſed, that the ſaid *A. B.* ...conſideration of 5*s.* did grant, bargain, ſell and demiſe the ſaid he...taments therein mentioned and deſcribed, and hereby referred to ...the ſaid *E. F.* to hold the ſame unto the ſaid *E. F.* his executors, ...iniſtrators and aſſigns, from the day next before the day of the date ...e ſame indenture, for a term of 99 years from thence next enſuing, ...truſt for better ſecuring the due and punctual payment of the ſaid ...ity, in manner as in the ſaid indenture is mentioned; *And alſo* of ...ame bond or writing obligatory under the hand and ſeal of the ſaid ...*B.* bearing even date with the above mentioned indenture, whereby ...ſaid *A. B.* became bound to the ſaid *C. D.* in the ſum of ——*l.* ...a condition thereunder written for making the ſame void if the ...*A. B.* ſhould yearly, during the term of his natural life, well and ...pay unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, ...nnuity or yearly ſum of ——*l.* at the days and times, and in ...er and form as therein mentioned, being the ſame annuity as in the ...ndenture and herein before is mentioned; *And alſo* of a certain ...poll or warrant of attorney under the hand and ſeal of the ſaid *A.* ...d bearing even date with the abovementioned indenture and bond ...ſively, , whereby the ſaid *A. B.* did deſire and authoriſe *G. H.* ...*K.* attornies of his majeſty's court of king's bench, or any other ...ney of the ſame court, to confeſs a judgment in the ſaid court of ...'s bench againſt him the ſaid *A. B.* in an action of debt on the above ...ned bond; *And alſo* of a judgment which was duly ſigned on ... —— day of —— in this preſent year 1791, againſt him the ...*A. B.* at the ſuit of the ſaid *C. D.* in his majeſty's court of king's ..., for ——*l.* of debt on the above mentioned bond, and for 63*s.* ... by virtue and in purſuance of the above mentioned deed poll or ...nt of attorney; and which judgment was accordingly entered upon ..., as of —— term in the 31ſt year of his preſent majeſty; *And* ...d every of which ſaid above mentioned indenture, bond, and war... of attorney, were each of them reſpectively executed in the preſence ... *L.* of —— in the pariſh of —— in the city of *London*, and *W.* ... the pariſh of —— aforeſaid, in the ſaid city of *London*, wi...o ... the ſubſcribing witneſſes thereto; *And* the ſaid ſum of ——*l.* Le...

...nts and proportions of ſixpence for every one hundred words, and the like ...r every certificate and copy given, and the fee of one ſhilling for every ...h in the office, and no more.

ing

ing the conſideration money for the abſolute purchaſe of the ſaid annu
ty, was duly paid to the ſaid *A. B.* by the ſaid *C. D.* in the preſen
of the ſaid *R. L.* and *G. H.* * in money and notes of the bank
England, at or immediately before the execution of the above mention
bond and warrant of attorney.

J. J.

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* If any part of the money be paid in notes, ſtate thoſe notes expreſly a
fully. *Ex. gratia*, "And the ſaid ſum of ——— *l.* being the conſideration
ney paid for the abſolute purchaſe of the ſaid annuity was paid in manner follo
ing, that is to ſay, the ſum of three hundred pounds, part thereof, by the
C. D. to the ſaid *A. B.* in the preſence of the ſaid *R. L.* and *G. H.* in
ful money of *Great Britain*, at or immediately before the execution of the ab
mentioned indenture, bond, and warrant of attorney; and the ſum of —
being the reſidue and remainder of the ſaid purchaſe money, by a certain bill
exchange, drawn, *&c. &c.*' And in like manner ſtate at length the nature
the conſideration whatever it be, and how it is made out, fully, clearly,
preciſely.

SEC

SECT. 1.

Of Mortgages.

See Atkyns's Rep. 520. 447. 2 *Atkyns's* 2. 53. 107. 331. 435.

(A) *Mortgage what.*

A Mortgage is a pawn or conveyance, for ſecuring the payment of money borrowed and intereſt, of all one's right or title in lands, goods, on condition to be void on payment of the principal and intereſt at the day appointed.

He who mortgages or pawns is called the mortgagor or pawnor, and he to whom the mortgage or pawn is made is called the mortgagee or pawnee, or tenant in mortgage.

The word *Mortgage* is derived of two *French* words, *mort*, i. e. *mortuum*, and *gage*, i. e. *vadium*, or *pignus*. And is called in *Latin*, *mortuum vadium*, or *mortgagium*. *Co. Lit.* 205. *a.*

A *mortgage* is ſo called for two reaſons, the firſt (according to *Lit.* § 332.) is becauſe it is doubtful whether the feoffor will pay the mortgage-money at the day limited, and if he does not pay, then the land pledged upon condition is taken from him *for ever*, (Note, *Littleton cannot be mean that the mortgagee ſhall have a greater eſtate in the land than the mortgagor had, but that he ſhall have the like, whether in fee, for life or years*) and ſo dead to him upon condition, *&c.* And if he pays the money, then the pledge is dead as to the tenant, *&c.*

And the ſecond reaſon it is ſo called, is to diſtinguiſh it from that which is called *vivum vadium*. *Vivum autem dicitur vadium, quia eaquam moritur ex aliqua parte, quod ex ſuis proventibus acquiratur.* As if a man borrows 100*l.* of another, and makes an eſtate of land to him until he has received the ſaid ſum of the iſſues and profits of the land, ſo that as in this caſe neither money nor land dies, or is loſt, and therefore is called *vivum vadium*. *Co. Lit.* 205.

All pledges of land are commonly called mortgages. though improperly, as appears by what is ſaid before; for pledges of land are either *vivum vadium*, or *mortuum vadium*.

In

In the firſt caſe the pawnee is let into the receipts and profits of the eſtate till the money is paid.

And in the latter caſe, which is more common, the mortgagor holds the lands; and if failure of payment be made, and the mortgagee enters into the lands, yet the mortgagor has an equity of redemption in the court of chancery, and may call the mortgagee to an account for the profits.

But when the mortgagor holds the lands, and the money is not paid at the day, he may bring his bill to foreclose the equity of redemption.

See *Of Conditions in Deeds* before, *&c.*

A mortgage is the ſame thing as the *hypotheca* of the civilians, and may be defined a pledging of lands or other immoveable thing for money lent in ſuch manner that the profit or *uſufructus* of the thing pledged remains with the debtor till ſuch time as default is made in payment of the money at the time appointed. *Abr. Ca. Eq.* 310, 311.

A mortgage is but a revocation *pro tanto*. 2 *Ld. Raym.* 968.

(B) *How a Mortgage is made.* See 2 *Burr. Rep.* 941.

IT is uſually made by a leaſe for a long term of years, by leaſe and releaſe, by aſſignment, bargain or bill of ſale, *&c. of which ſee variety of forms refered to in the index.*

A mortgage may be made without a covenant or bond for payment of the money. *Will.* 270.

(C) *What ſhall be a good Mortgage.*

IF *A.* agrees for a valuable conſideration to convey lands to *J. S.* and afterwards makes a mortgage for a valuable conſideration and without notice, the mortgagee ſhall hold his mortgage againſt the intended purchaſer. *Will.* 277.

Where a firſt mortgagee is a witneſs to a ſecond mortgage, though there is no actual proof of his knowing the contents thereof, yet ſince the preſumption is that he might have known the ſame, this ſhall poſtpone him. *Will.* 394.

It is a general rule in chancery, that once a mortgage and always a mortgage.

(D) Of

(D) *Of uſurious Mortgages.* See 2 *Burr. Rep.* 716. 2. *Atk. Rep.* 393.

HAzardous bargains are not always ſet aſide in a court of equity, for they may be fair; and it is only upon the circumſtances of fraud, or being extremely unreaſonable, that they can be overthrown. But bargains of this kind will be aſſiſted in equity, though there are not ſufficient grounds to ſet them quite aſide. *Vide Vern.* 271. 2 *Chan. Ca.* 136, 137. 2 *Vern.* 15.

And regularly the party who comes to be relieved muſt reſtore the money paid, *&c.* according to that maxim in equity, *He who would have equity muſt do equity.* A perſon intitled to an eſtate after the death of two old lives, took 330*l.* to pay 700*l.* when the lives ſhould die, and the eſtate fell, and mortgaged the eſtates by way of ſecurity; no relief was had againſt this bargain, though both the lives died within two years. And the Lord Keeper ſaid, Suppoſe theſe lives had lived ever ſo long, could the other party have relief in equity? No; there is no precedent for it. 1 *Vern. Rep.* 141, 142.

P. being poſſeſſed of a reverſionary term for thirty ſix years, to commence in the year 1700, of the value of about 200*l. per annum* when the eſtate ſhould fall, in the year 1683, borrowed of *D.* 200*l.* as a ſecurity for which *P.* aſſigned his term to *D.* defeaſanced to be void on payment of 40*l. per ann.* for eight years. *P.* brought his bill to redeem, paying principal, intereſt and coſts; and the defendant inſiſted on the benefit of his bargain, having lent his money on ſuch a remote reverſion. The court decreed a redemption on payment of the 200*l.* with ſimple intereſt at 6*l. per cent.* becauſe the ſecurity is as uſurious and againſt conſcience. 2 *Vern.* 402.

(E) *What ſhall be taken as a new Mortgage.*

AN old mortgage aſſigned to another ought to be taken as a new mortgage, but no aſſignee of a mortgage ſhall be in a better condition than the mortgagee, unleſs the mortgagor comes into the aſſignment. 3 *Ch. Rep.* 79. *Chan. Ca.* 218.

A ſecond mortgage of lands has been decreed where a former was void and defective, the land being ſtill chargeable with the debt in equity. *Rep. Time Finch* 29. 2 *Vern.* 554.

(F) *What ſhall affect a ſecond Mortgage, or not.*

IT has been held that if a prior mortgagee conceals and denies his mortgage to a ſecond mortgagee before he lends the money, the eſtate in equity ſhall ſtand charged in the firſt place for the ſecond mortgagee's debt. *Rep. Time Finch* 29. 2 *Vern.* 554.

Where the firſt mortgagee is a witneſs to the ſecond mortgage, though it does not appear that he actually knew the contents of the ſecond mortgage; yet ſince the preſumption is that he might have known the ſame, this ſhall give a preference to the ſecond mortgage. 2 *Will.* 394.

If a man lends money on a mortgage, and the ſcrivener who was in-truſted to draw the mortgage deed had notice of a prior mortgage, ſ notice ſhall affect the ſecond mortgagee. 2 *Vern.* 574.

A mortgaged a great part of his eſtate for 50*l.* and afterwards came a lunatick, and his committee transferred this mortgage and go up 400*l.* more upon it; and Lord Chancellor declared the mon ſhould ſtand as a ſecurity for the 50*l.* only. *Vern.* 262.

(G) *Of buying in old Incumbrances to protect Mortgages.*

THERE was firſt, ſecond and third mortgagees, who had lent their money without notice; the third mortgagee, hear of the two former ſecurities, buys in the firſt incumbrance, *viz.* a jud ment that was ſatisfied, and he was allowed the benefit of it to pro his own ſecurity, though it was ſtrongly inſiſted to be againſt conſci and contrary to equity. This point was ſettled in the caſe of *L* and *Lee*, wherein the court decreed that a mortgagee may protect mortgage by getting in an old incumbrance, though nothing be d it. *Vern. Rep.* 187, 188. *Chan. Ca.* 162. 2 *Vent.* 387. 173.

A mortgagee buying in a precedent ſecurity of the lands comprie his mortgage, and other lands, ſhall hold againſt a middle mortg of thoſe lands till all due on both ſecurities be paid and ſatisfi *Chan. Ca.* 201, 202.

But when only part of the lands are mortgaged to the firſt, and whole to the ſecond, and after to the third, if the third mortgagee be in the firſt title, it ſhall protect only that part which is firſt in mortg 2 *Vent.* 339.

So a purchaſor or mortgagee coming in upon a valuable conſider without notice, and then purchaſing in a precedent incumbrance, protect his eſtate againſt any perſon that has a mortgage ſubſequ the firſt, though before the laſt mortgage; and though he purchaſ the incumbrance after notice of a ſecond mortgage. 2 *Vent.* 339.

In theſe caſes a bill may be brought to compel the middle mortg to redeem, or be foreclоſed if he does not pay off both ſecurities.

If a man lends 600*l.* on a mortgage, and afterwards diſcovering the eſtate is pre-mortgaged to *J. S.* he gets in an old ſatisfied incu brance, and brings his bill againſt *J. S.* to redeem or be foreclo he needs not prove the actual payment of any money for ſuch precede incumbrance, the having the deed or an acquittance being ſufficient, though it is objected that *J. S.* is equally a purchaſor with him *Vern.* 279.

If a prior mortgage or ſtatute be brought in, pending a bill bro by *A.* againſt the mortgagor, and *B.* who buys in ſuch precedent tute or mortgage to foreclоſe, tho' this purchaſe be *pendente lite*, yet will protect *B.* he being at liberty to do what he can for his own ſecur 2 *Vern.* 29. See *Mod. Ca. in Law and Eq.* 153.

But where *A.* made a mortgage to *B.* and afterwards a commiſſio bankruptcy was taken out againſt him, and the commiſſioners made aſſignm

aſſignment of the eſtates, and then *C.* lent the bankrupt 2000*l.* on a ſecond mortgage having no notice of the firſt, though he afterwards got in the firſt mortgage; yet it was held by two lords commiſſioners againſt one, that this prior mortgage ſhould not protect the mortgage ſubſequent to the bankruptcy, for every one is bound to take notice of a commiſſion of bankruptcy. 2 *Vern.* 157. 160.

And though a purchaſor or mortgagee may buy in an incumbrance, or lay hold on any plank to protect himſelf; yet he ſhall not protect himſelf by the taking a conveyance from a truſtee after he had notice of the truſt, for by taking ſuch conveyance he becomes the truſtee himſelf. 2 *Vern.* 271.

Third mortgagee buying the firſt ſhould be prior to the ſecond. *Abr.* 689.

(H) *In what Order Mortgages, Judgments, &c. are to be paid.*

MOrtgages have been decreed to be paid to creditors before judgments and recognizances, *&c.* but on appeal to the lords, it was adjudged that mortgages ſhould not be preferred to other real incumbrances; but mortgages, judgments, ſtatutes, *&c.* ſhould take place and be paid according to priority. 2 *Vern.* 525.

If lands are deviſed in truſt to pay mortgages in the firſt place, and then legacies, and the truſtee is made executor who mortgages the lands to pay other debts, the laſt mortgage ſhall be paid before the legacies.

(I) *How Mortgagee muſt be ſatisfied where the Premiſſes fall ſhort.*

PLaintiff lent a ſum of money on the mortgage of ſome houſes, and had a bond for payment of the money; afterwards he lent a further ſum on the equity of redemption, and had a bond for that likewiſe; afterwards the mortgagor became a bankrupt, and by ſome accident the value of the houſes ſunk ſo much that they were not ſufficient to ſatisfie the money firſt lent: A bill was brought to have them ſold, and that as to ſo much as they fall ſhort to anſwer the firſt mortgage money, the mortgagee might come in upon his bond as a creditor; whereupon it was ſo decreed; and as to the other ſum lent upon the equity, which was worth nothing, it muſt ſtand ſingly upon the bond. *Abr. Ca. Eq.* 312.

(K) *Where Mortgage Money is preſumed to be ſatisfied.*

MOrtgage money ſhall be preſumed to be ſatisfied on a ſleeping mortgage where the lands go into other hands by purchaſe, and no notice is given of the mortgage, *&c.* and the deed of mortgage ſhall be delivered up and cancelled. Alſo relief has been given in equity againſt an old mortgage where no demand was made upon it in 40 years, and the mortgagor decreed to hold the lands and a vacat to be entered on the inrolment of the mortgage. *Chan. Rep.* 105, 106.

(L) *To whom Mortgage Money ſhall be paid on Death of Mortgagee, and to whom Mortgages ſhall deſcend.*

ALL mortgages ought to be looked on as part of the perſonal eſtate, and on the death of the mortgagee the money ſhall be paid to the executor, *(becauſe the mortgage money came firſt out of the perſonal eſtate, and therefore ſhould return thither again)* except the mortgagee in his life-time or by his laſt will do otherwiſe declare and diſpoſe of the ſame. *Chan. Ca.* 286. See *Max. Eq.* 21, 22. *Abr. Ca. Eq.* 326, 327.

A forfeited mortgage in fee has been decreed to be perſonal eſtate, and to belong to the executor and not to the heir. *Chan. Rep.* 283. *Vern.* 412.

But where a mortgage in fee was deviſed to daughters and their heirs, *&c.* the court held, that although it was a mortgage as between the mortgagor and mortgagee, yet the teſtator's intent was, that it ſhould paſs to his daughters as a real eſtate to them and their heirs, and not as a perſonal eſtate, and ſo decreed it to deſcend. *Vern.* 582, 583.

So where a mortgagee in fee entered for a forfeiture, and after many years enjoyment ſold the land to *J. S.* and his heirs; *per cur.* the eſtate ſhall not be looked on to be a mortgage in the hands of *J. S.* to make it part of his perſonal eſtate, but ſhall be for the benefit of the heir. *Vern. Rep.* 271.

(M) *What ſhall be accounted Principal, and what Intereſt, and what ſhall carry Intereſt, and what the Mortgagee is accountable for.*

A Mortgagee had aſſigned his mortgage, and the queſtion was, what was really due to the mortgagee when he made his aſſignment, for principal and intereſt, and paid him by the aſſignee, ſhould be taken as principal, or ſo much only as the mortgagee firſt lent; upon which it was decreed, that all money actually paid by the aſſignee which was due to the mortgagee, ſhould be principal from the time of the aſſignment, but the account between the mortgagee and aſſignee was not to conclude the mortgagor. *Chan. Ca.* 67, 68.

Where a mortgagor ſigns an account, whereby ſo much is admitted to be due for intereſt, this will not carry intereſt, unleſs the mortgagor by ſome letter or writing under his hand agrees to make it principal. *Will.* 653.

Equity apportions intereſt due upon a mortgage. 2 *Will.* 176.

If a mortgage be twenty years old, it is generally ſaid, that the mortgagee ſhall have no intereſt on intereſt in equity; but in the caſe of *Howard and Harris*, the Lord Keeper was of opinion, and accordingly decreed, that as to ſo much intereſt as was reſerved in the deed of mort-

gage

gage being 60*l.* a year payable for 1000*l.* principal money, that ſhould be accounted principal and carry intereſt, becauſe it being aſcertained by the deed, action of debt would lie for it, and therefore there ought to be damages for non-payment. *Vern.* 194, 195.

It is a rule that a mortgagee of a mortgage forfeited ſhall have intereſt for his intereſt, and ſhall be only accountable for what profits he has received, and not for what he might have received except there were fraud; and it was always the rule that the mortgagee aſſigning, the aſſignee ſhall have intereſt for the intereſt then due. *Chan. Ca.* 258.

J. S. mortgaged his eſtate to the plaintiff and died, leaving defendant his daughter and heir, who was an infant, and had nothing to ſubſiſt on but the rents of the mortgaged eſtate, and the intereſt being ſuffered to run in arrear, the plaintiff threatened to enter on the eſtate unleſs his intereſt might be made principal; upon which the defendant's mother with the privity of her neareſt relations ſtated the account, and the defendant herſelf (who was then near of age) ſigned it; and the account being admitted to be fair, it was held, though regularly intereſt ſhould not carry intereſt, yet that in ſome caſes and upon ſome circumſtances it would be injuſtice if intereſt ſhould not be made principal, and ſo rather in this caſe, becauſe it was for the infant's benefit, who without this agreement would have been deſtitute of ſubſiſtence. *Abr. Ca.* 287.

But if a mortgage be forfeited, and the mortgagee refuſes to receive his money due from the mortgagor on tender, he ſhall loſe his intereſt from the time of the tender. *Chan. Ca.* 29.

(N) *Who may redeem Mortgages.*

BY *ſtat.* 4 & 5 *W. & M. c.* 16. §. 4 it is enacted, That if it ſo happen there be more than one mortgage at the ſame time by any perſon or perſons, to any perſon or perſons, of the ſame lands and tenements, the ſeveral late or under mortgagees, his, her, or their heirs, executors, adminiſtrators or aſſigns, ſhall have power to redeem any former mortgage or mortgages upon payment of the principal debt, intereſt, and coſts of ſuit to the prior mortgagee or mortgagees, his, her, or their heirs, executors, adminiſtrators or aſſigns; any thing therein contained to the contrary thereof in any wiſe notwithſtanding.

A bill was exhibited by the creditors of a mortgagor to have the eſtate ſold for the payment of their debts, pending which ſuit the mortgagee obtained a decree to foreclоſe the mortgagor of the equity of redemption: Decreed that the creditor ſhould redeem upon payment of the principal, intereſt and coſts to the mortgagee. 8, 9 *Mod.* 153.

A ſecond mortgagee may redeem a firſt mortgage; alſo creditors on judgments, *&c.* have been decreed to redeem mortgages towards ſatisfaction of their debts. 2 *Ch. Rep.* 396.

One who comes in by a voluntary conveyance may redeem a mortgage. *Vern.* 193.

Admitted

Admitted he who comes to redeem a mortgage muſt ſhew a title. *Vern.* 182.

If a man enters into a bond in which he binds himſelf and his heirs, and dies, leaving a real eſtate to deſcend to his heir, ſubject to a mortgage for years, and the heir ſells the equity of redemption, the obligee cannot redeem the mortgage without firſt having a judgment at law. *Abr. Ca. Eq.* 315.

A. gives a bond to his intended wife to leave her 1000 *l.* if ſhe ſurvive him; the marriage was had, and *A.* died, leaving a freehold and copyhold eſtate in mortgage; and it was held, that the wife ſhould redeem both eſtates, and hold over till ſhe was ſatisfied. 2 *Vern.* 480.

(O) *Of what a Bill in Equity may or may not be to redeem.*

A Bill in equity will not lie to redeem a mortgage of chambers in the inns of court, but the plaintiff muſt apply to the bench or to the judges of the ſociety; *ſecus* if on application to the bench they refer the plaintiff to his remedy in equity. *Will.* 511.

(P) *Where one of two Things mortgaged, or Mortgage or Bond cannot be redeemed without the other.*

IF *A.* mortgages his tenement for 200 *l.* to *B.* and afterwards mortgages his manor of *C.* to *B.* likewiſe for 300 *l.* The firſt mortgage being deficient in point of value, it was held, that if *A.* will redeem one, he muſt both. 2 *Vern.* 286.

Where there is a debt ſecured by mortgage, and likewiſe a bond debt, the mortgagor or his heir ſhall not be admitted to redeem the mortgage without paying the bond debt too, if the heir be bound. *Chan. Rep.* 23. *Vern.* 244. 2 *Vern.* 177. *Abr. Ca. Eq.* 31. But ſee 2 *Stra.* 1107. *Andr.* 341.

And if a man makes two mortgages of ſeveral lands, and dies, and one of the mortgages is of an intailed eſtate, or deficient in value, the heir of the mortgagor ſhall not redeem one without redeeming the other. 2 *Vern. Rep.* 207.

(Q) *Where a new Term is ſubject to the old Redemption.*

ONE poſſeſſed of a renewable term mortgages it to *J. S.* who gains a new term from the original landlord, to commence after the old one; this new term ſhall be ſubject to the old equity of redemption. *Will.* 511.

(R) *What*

(R) *What a Mortgagor, &c. is liable to pay on Redemption.*

IF a man has a debt owing to him by mortgage, and another by bond from the ſame perſon, he cannot tack them together againſt the mortgagor, but he ſhall be let into a redemption on payment of the mortgage only; but the heir in ſuch a caſe ſhall not be let into a redemption without paying both, becauſe the land in his hands is chargeable with the bond even at law; and ſince the ſtatute againſt fraudulent deviſes, the deviſee of the equity of redemption is in the ſame caſe with the heir, and cannot redeem without payment of both, becauſe the ſtatute makes ſuch deviſe void as againſt creditors, and then the deviſee ſtands in the ſame place as the heir muſt have done if no deviſe had been made; but before that ſtatute ſuch deviſee would not be liable to the bond debt. *Abr. Ca. Ab.* 325.

A. mortgaged his eſtate to *B.* and then reſigned the equity of redemption to *C.* afterwards *D.* obtained a judgment againſt *A.* and *B.* the mortgagee aſſigns to *D.* his mortgage, and then *C.* tenders the money due to *D.* who had notice of the aſſignment of the equity of redemption upon his firſt purchaſing in his firſt mortgage: It was reſolved that *C.* ſhould redeem, paying only the money due on the mortgage, and not what was due on the judgment, becauſe the equity of redemption was never bound by the judgment, for the judgment was not conſidered ſo as to become a real lien upon the eſtate at the time when this equity was aſſigned, and therefore the judgment could never charge or affect it; and conſequently *C.* purchaſed an eſtate not bound by the judgment, and by conſequence the judgment-creditor by purchaſing in a prior mortgage could never defeat the intereſt of *C.* It was alſo declared, that if a perſon who had a firſt mortgage ſhould, without the conſent of the mortgagor, purchaſe in a ſubſequent judgment, that as the mortgagee or aſſignee of the equity of redemption ſhould not be obliged to pay the money due on both ſecurities in order to redeem, becauſe ſuch tranſactions of the mortgagee was only to load the eſtate without the conſent of the owner when he had no proſpect of bettering his own ſecurity. *Abr. Ca. Eq.* 326.

Proceedings on a mortgage may be ſtaid without payment of a bond. *Stra.* 1107. *Andr.* 341.

(S) *In what Time Redemption muſt be made.*

NO clauſe can confine the equity of redemption of a mortgage to the life-time of the mortgagor, or to him and the heirs male, or the heirs only of his body. *Will.* 269.

The plaintiff's grandfather in 1686, mortgaged the eſtate in queſtion, about 10*l. per ann.* for ſecuring 100*l.* in 1696; this mortgage was aſſigned

aſſigned to defendant, who was let into poſſeſſion, and continued ſo ever ſince, and is now about ninety years old: the mortgagor di ſeveral years ſince, leaving the plaintiff's father his eldeſt ſon of full ag who likewiſe died in 1714, leaving the plaintiff his ſon and heir th about twelve years of age, who brought his bill for a redemption, b was diſmiſſed: and the Lord Chancellor ordered it to be entered do as one of the reaſons for diſmiſſing the bill, that the plaintiff had no r medy by ejectment at law to recover the poſſeſſion, being barred by t ſtatute of limitations, and he thought that a reaſonable ground for t court to follow as to the redemption in equity *Abr. Ca. Eq.* 315.

But ſee the firſt of *Will. Rep.* 271. where if a mortgage was m ever ſo many years ſince, yet if the mortgagor, and thoſe claiming u der him, had continued to pay intereſt, the length of time was in f caſe no objection to the right of redemption. See *Abr. Ba.* 313, 3 317.

No agreement in a mortgage can make it irredeemable in equity, aſter the death of the mortgagor, *&c.*

And where a mortgage was made redeemable during the mortgag life only, the Lord Chancellor decreed that the heir ſhould redeem. *Chan. Rep.* 127. *Vern. Rep.* 7, 8 190.

In *Pearſon's* caſe the Lord Keeper ſaid, he would have a rule to mit to what time a mortgage ſhould be redeemable; and he conce twenty years to be a fit time, in imitation of the ſtatute of limitatio real actions. *Chan Ca.* 102.

But a mortgagor was allowed to redeem a mortgage after fifty ye the length of time being excuſed by infancy, coverture, an acco made up thirty years before, *&c.* Though this has been denied l like caſe by reaſon of the difficulty of the account and great length time. 2 *Vern.* 377 418.

A mortgagor had liberty to redeem before the day of payment limi in the deed of mortgage, where the land was conveyed to mortgagee conditionally at ſo much rent, and the increaſing rent ceeded the intereſt of the money; and although the equity of rede tion of lands mortgaged was foreclоſed by decree ſigned and inroll and a purchaſe made upon it, yet another perſon was permitted to deem on the extraordinary circumſtances of the caſe. *Vern.* 1 *Rep. Time Finch* 406. 409.

(T) *Where a Mortgagor concealing a former Incumbrance ſhall loſe Equity of Redemption.*

BY *ſtat.* 4 *&* 5 *W. & M. c.* 16. intituled, *An act to pre frauds by clandeſtine mortgages, it is recited,* (§. 1) *That whe* great frauds and deceits are too often practiſed by neceſſitous and e diſpoſed perſons, in borrowing of money, and giving judgments, ſ tutes and recognizances privately for ſecuring the repayment of the ſ money; and the ſame perſons do afterwards borrow money upon ſec

tay of their lands of other perſons, and do not acquaint the latter lender thereof with the ſame, whereby ſuch late lender is very often in danger to loſe his whole money, or forced to pay off the debts ſecured by the ſaid judgments, ſtatutes and recognizances, before they can have any benefit of the ſaid mortgages: And whereas divers perſons do many times mortgage their lands more than once, without giving notice of their firſt mortgage, whereby lenders of money upon ſecond or after mortgages do often loſe their money, and are put to great charges in ſuits and otherwiſe. *And*

(§. 2.) *For remedy whereof, and preventing the ſame as much as may be for the future, it is enacted*, That if any perſon from and after the firſt day of *May* 1693, ſhall borrow any money, or for any other valuable conſideration for the payment thereof voluntarily give, acknowledge, permit or ſuffer to be entered againſt him or them, one or more judgment or judgments, ſtatute or ſtatutes, recognizance or recognizances, to any perſon or perſons, creditor or creditors; and if the ſaid borrower or borrowers, debtor or debtors, ſhall afterwards take up or borrow any other ſum or ſums of money of any other perſon or perſons, or for other valuable conſiderations become indebted to ſuch perſon or perſons, and for ſecuring the repayment and diſcharge thereof, ſhall mortgage his, her or their lands and tenements, or any part thereof, to the ſaid ſecond or other lender or lenders of the ſaid money, creditor or creditors, or to any other perſon or perſons in truſt for or to the uſe of ſuch ſecond or other lender or lenders, creditor or creditors, and ſhall not give notice to the ſaid mortgagee or mortgagees of the ſaid judgment or judgments, ſtatute or ſtatutes, recognizance or recognizances in writing, under his, her or their hand or hands, before the execution of the ſaid mortgage or mortgages, unleſs ſuch mortgagor or mortgagors, his, her or their heirs, upon notice to him, her or them given by the mortgagee or mortgagees of the ſaid lands and tenements, his, her, or their heirs, executors, adminiſtrators or aſſigns, in writing under his, her or their hands and ſeals, atteſted by two or more ſufficient witneſſes, of any ſuch former judgment or judgments, ſtatute or ſtatutes, recognizance or recognizances, ſhall within ſix months pay off and diſcharge the ſaid judgment or judgments, ſtatute or ſtatutes, recognizance or recognizances, and all intereſt and charges due thereupon, and cauſe or procure the ſame to be vacated or diſcharged by record; that then the mortgagor or mortgagors of the ſaid lands and tenements, his, her or their heirs, executors, adminiſtrators or aſſigns, ſhall have no benefit or remedy againſt the ſaid mortgagee or mortgagees, his, her or their heirs, executors, adminiſtrators or aſſigns, or any of them, in equity or elſewhere, for redemption of the ſaid lands and tenements, or any part thereof, but the ſaid mortgagee or mortgagees, his, her or their heirs, executors, adminiſtrators and aſſigns, ſhall and may hold and enjoy the ſaid lands and tenements for ſuch eſtate and term therein as were or was granted and ſettled to the ſaid mortgagee or mortgagees, againſt the ſaid mortgagor or mortgagors, and all perſon and perſons lawfully claiming from, by or under him, her or them, freed from equity of redemption, and as fully to all intents and purpoſes whatſoever as if the ſame had been purchaſed abſolutely and without any power or liberty of redemption.

(§. 3.) And

(§. 3) And it is further enacted, That if any perſon or perſons who have or hath once mortgaged, or from and after the ſaid firſt day of *May* ſhall mortgage any lands or tenements to any perſon or perſons for ſecurity of money lent, or otherwiſe accrued or become due, or for other valuable conſiderations; and if the ſaid mortgagor or mortgagors ſhall again mortgage the ſame lands or tenements, or any part thereof, to any other perſon or perſons for valuable conſiderations, (the ſaid former mortgage being in force, and not diſcharged), and ſhall not diſcover to the ſaid ſecond or other mortgagee or mortgagees, or ſome one of them, the former mortgage or mortgages in writing under his or their hands, that then and in thoſe caſes alſo the ſaid mortgagor or mortgagors, his, her or their heirs, executors, adminiſtrators or aſſigns, ſhall have no relief or equity of redemption againſt the ſaid ſecond or after mortgagee or mortgagees, his, her or their heirs, executors, adminiſtrators and aſſigns, upon the ſaid after mortgage or mortgages; but that ſuch mortgagee or mortgagees, his, her or their heirs, executors, adminiſtrators and aſſigns, ſhall and may hold and enjoy ſo much more than once mortgaged lands and tenements, for ſuch eſtate and term therein as were or was granted and conveyed by the ſaid mortgagor or mortgagors againſt him, her or them, his, her or their heirs, executors or adminiſtrators reſpectively, freed from equity of redemption, and as fully to all intents and purpoſes as if the ſame had been an abſolute purchaſe, and without any other power or liberty of redemption.

(§. 4.) *See it under the head of redeeming mortgages.*

(§. 5.) Provided always, that nothing in this act contained ſhall be conſtrued, deemed or extended to bar any widow of any mortgagor of lands or tenements from her dower and right in or to the ſaid lands who did not legally join with her huſband in ſuch mortgage, or otherwiſe lawfully bar or exclude her from ſuch her dower or right.

(U) *Where a Court at Law may relieve the Mortgagor (Ejectment for the Land, Actions on the Bonds for the Mortgage Money, Bills of Foreclosure, &c. being brought) on payment of Principal, Intereſt and Coſts.*

BY *ſtat.* 7. *Geo.* 2. *c.* 20. intituled, *An act for the more eaſy redemption and foreclosure of mortgages*, (§. 1.) *it is recited, That whereas* mortgagees frequently bring actions of ejectment for the recovery of lands and eſtates to them mortgaged, and bring actions on bonds given by mortgagors to pay the money ſecured by ſuch mortgages, and for performing the covenants therein contained, and likewiſe commence ſuits in his majeſty's courts of equity to foreclose their mortgagors from redeeming their eſtates, and the courts of law where ſuch ejectments are brought, have not power to compel ſuch mortgagees to accept the principal monies and intereſt due on ſuch mortgages, and coſts, or to ſtay ſuch mortgagees from proceeding to judgment and execution in ſuch actions; but ſuch mortgagors muſt have recourſe to a court of equity for

for that purpoſe, in which caſe likewiſe the courts of equity do not give relief until the hearing of the cauſe: *And for remedy thereof, and to obviate all objections relating to the ſame, it is enacted*, That from and after the firſt day of *Eaſter* term 1734, where any action ſhall be brought on any bond for payment of the money ſecured by ſuch mortgage, or performance of the covenants therein contained; or where any ejectment ſhall be brought in any of his majeſty's courts of record at *Weſtminſter*, or in the court of great ſeſſions in *Wales*, or in any of the ſuperior courts in the counties palatine of *Cheſter*, *Lancaſter* or *Durham*, by any mortgagee or mortgagees, his, her or their heirs, executors, adminiſtrators or aſſigns, for the recovery of the poſſeſſion of any mortgaged lands, tenements or hereditaments; and no ſuit ſhall be then depending in any of his majeſty's courts of equity, in that part of *Great Britain* called *England*, for or touching the foreclоſing or redeeming of ſuch mortgaged lands, tenements or hereditaments, and who ſhall appear or become defendant or defendants in ſuch action, ſhall at any time pending ſuch action pay unto ſuch mortgagee or mortgagees, or in caſe of his, her or their refuſal, ſhall bring into court where ſuch action ſhall be depending, all the principal monies and intereſt due on ſuch mortgage, and alſo all ſuch coſts as have been expended in any ſuit or action at law or in equity upon ſuch mortgage, (ſuch money for principal, intereſt and coſts, to be aſcertained and computed by the court where ſuch action is or ſhall be depending, or by the proper officer, by ſuch court to be appointed for that purpoſe), the monies to be paid to ſuch mortgagee or mortgagees, or brought into ſuch court, ſhall be deemed and taken to be in full ſatisfaction and diſcharge of ſuch mortgage; and the court ſhall and may diſcharge every ſuch mortgagor or defendant of and from the ſame accordingly; and ſhall and may by rule or rules of the ſame court compel ſuch mortgagee or mortgagees, at the coſts and charges of ſuch mortgagor or mortgagors, to aſſign, ſurrender or reconvey ſuch mortgaged lands, tenements, or hereditaments, and ſuch eſtate and intereſt as ſuch mortgagee or mortgagees have or hath therein, and deliver up all deeds, evidences and writings in his, her or their cuſtody, relating to the title of ſuch mortgaged lands, tenements and hereditaments, unto ſuch mortgagor or mortgagors who ſhall have paid or brought ſuch monies into the court, his, her, or their heirs, executors or adminiſtrators, or to ſuch other perſon or perſons, as he, ſhe or they ſhall for that purpoſe nominate or appoint.

Equity will oblige the mortgagee to ſuffer the mortgagor to preſent to a living. *Strа.* 403.

(W) *Where a Court of Equity may make a Decree on a Bill of Foreclоſure before the Suit ſhall be brought to a regular Hearing.*

AND by the ſaid act (§. 2.) it is enacted, that from and after the firſt day of *Eaſter* Term 1734, where any bill or bills, ſuit or ſuits, ſhall be filed, commenced or brought in any of his majeſty's courts of equity, in that part of *Great Britain* called *England*, by any perſon

perſon or perſons having or claiming any eſtate, right or intereſt in any lands, tenements or hereditaments, under or by virtue of any mortgage or mortgages thereof, to compel the defendant or defendants in ſuch ſuit or ſuits having or claiming a right to redeem the ſame, to pay the plaintiff or plaintiffs in ſuch ſuit or ſuits the principal money and intereſt due on any ſuch mortgage; or the principal money and intereſt due on ſuch mortgage together with any ſum or ſums of money due on any incumbrance or ſpecialty charged or chargeable on the equity of redemption thereof; and in default of payment thereof to foreclоſe ſuch defendant or defendants of his, her or their right or equity of redeeming ſuch mortgaged lands, tenements or hereditaments; ſuch court or courts of equity where ſuch ſuit or ſuits ſhall be depending, upon application made to ſuch court by the defendant or defendants in ſuch ſuit, having a right to redeem ſuch mortgaged lands, tenements or hereditaments, and upon his or their admitting the right and title of the plaintiff or plaintiffs in ſuch ſuit, may and ſhall at any time or times before ſuch ſuit or cauſe ſhall be brought to a hearing, make ſuch order or decree therein as ſuch court or courts might or could have made therein in caſe ſuch ſuit or cauſe had then been regularly brought to a hearing before ſuch court or courts; and all parties to ſuch ſuit or ſuits ſhall be bound by ſuch order or decree ſo made, to all intents and purpoſes, as if ſuch order or decree had been made by ſuch court at a time ſubſequent to the hearing of ſuch cauſe or ſuit; any uſage to the contrary thereof in any wiſe notwithſtanding.

And by §. 3. it is provided, That this act, or any thing herein contained, ſhall not extend to any caſe where the perſon or perſons against whom the redemption is or ſhall be prayed, ſhall (by writing under his, her or their hands, or the hand of his, her or their attorney, agent or ſolicitor, to be delivered, before the money ſhall be brought into ſuch court at law, to the attorney or ſolicitor for the other ſide) inſiſt either that the party praying a redemption has not a right to redeem, or that the premiſſes are chargeable with other or different principal ſums than what appear on the face of the mortgage, or ſhall be admitted on the other ſide, nor to any caſe where the right of redemption to the mortgaged lands and premiſſes in queſtion in any cauſe or ſuit ſhall be controverted or queſtioned by or between different defendants in the ſame cauſe or ſuit; nor ſhall be any prejudice to any ſubſequent mortgagee or mortgagees, or ſubſequent incumbrancer; any thing in this act contained to the contrary thereof in any wiſe notwithſtanding.

Decree to foreclоſe tenant in tail ſhall bind his iſſue in an equity of redemption, becauſe this is a right ſet up only in a court of equity, and ſo may be here extinguiſhed. *Chan. Ca.* 220.

Yet if there be an infant in the caſe, he ought not to be foreclоſed without a day to ſhew cauſe after he comes of age; but the court may decree the lands to be ſold to pay debts, and that will bind the infant. *Vern. Rep.* 295.

If an annuity be granted out of lands redeemable on payment of money, the grantor cannot be foreclоſed of the land, but he may of the redemption of the annuity. *Vern.* 209, 210.

(X) Of

(X) *Of Reconveyance of Mortgage on Payment of the Money. See before the* Stat. 7. Geo. 2. c. 20.

ON a bill to compel a re-aſſignment of a mortgage from the 25th of *September* 1722, there having been then a tender made of 1000 *l.* principal and intereſt; it appeared that on the day before the 25th of *March* 1722, the mortgagor gave perſonal notice in writing to the defendant the mortgagee, that he would tender the money and intereſt between the hours of ten and twelve in the morning, at *Lincoln's-Inn Hall*, on the 25th of *September* 1722, which accordingly was done. It was objected, that *Lincoln's-Inn Hall* was not named in the proviſo in the mortgage deed as the place for the payment of the money, and therefore the tender muſt be to the perſon. By Lord Chancellor: The money being lent in town, and after perſonal notice given for the payment thereof, and no objection made by the mortgagee to the place at the time of the notice, it would be very hard to make the mortgagor travel with this great ſum of money where the mortgagee lived; but in this caſe it ought to appear that the mortgagor from that time always kept the money ready; whereas the contrary thereof being proved that the mortgagor was not ready to pay it, therefore the intereſt muſt run on, and decreed the defendant to re-aſſign. 2 *Will.* 378.

A deed was in nature of a mortgage, with covenant to re-convey on paying the money, which was tendered at the day and place, and refuſed: The money without intereſt from the tender, and to re-convey the land, *&c.* was decreed; but that the plaintiff ought to make oath that the money was kept, and no profit made of it. 2 *Chan. Ca* 206.

The ſtatute of limitations is no bar to ejectment on a mortgage where the intereſt has been paid. *Ld. Raym.* 740.

PRECEDENTS

PRECEDENTS OF

Mortgages.

A Mortgage of a Meſſuage, &c. for a Term of Years.

THIS *Indenture* made the ——— day of ——— in the ——— year of the reign of ——— and in the year of our Lord ——— *Between A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part, *Witneſſeth*, that the ſaid *A. B.* for and in conſideration of the ſum of ——— of lawful money of *Great Britain*, to him in hand paid by the ſaid *C. D.* at and before the ſealing and delivery of theſe preſents, the receipt whereof he the ſaid *A. B.* doth hereby acknowledge, *Hath* granted, bargained and ſold, and by theſe preſents *Doth* grant, bargain and ſell unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, *All* that meſſuage, *&c.* [*Here deſcribe the premiſſes after the manner before deſcribed in leaſes.*] And alſo the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all all and ſingular the ſaid premiſſes, and of every part and parcel thereof, with the appurtenances; *To have and to hold* the ſaid meſſuage, *&c.* and premiſſes above mentioned, and every part and parcel thereof, with the appurtenances, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, from the day before the day of the date of theſe preſents, for and during, and unto the full end and term of five hundred years from thence next enſuing and fully to be compleat and ended; *Yielding and paying* therefore yearly during the ſaid term, at or upon the feaſt-day of ——— one pepper-corn, if demanded: *Provided*, and theſe preſents are upon this condition, and it is the true intent and meaning hereof, and of the ſaid parties hereunto, that if the ſaid *A. B.* his heirs or aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, the full ſum ——— of lawful money of *Great Britain*, with legal intereſt for the ſame, on or before the ——— day of ——— next enſuing the day of the date hereof, without any deduction, defalcation or abatement whatſoever, for, or by reaſon of any taxes, aſſeſſments or impoſitions whatſoever, either ordinary or extraordinary, already impoſed or hereafter to be impoſed on the ſaid premiſſes, or any part thereof, that then and from thenceforth theſe preſents, and every matter and thing herein contained, ſhall ceaſe, determine, and be utterly null and void to all intents and purpoſes; any thing herein contained to the contrary thereof in any wiſe

Habendum for years.

Proviſo for making the ſame void on payment of, *&c.*

wise notwithstanding. *And* the said *A. B.* for himself, his heirs, executors and administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his executors, administrators and assigns, that he the said *A. B.* his heirs, executors or administrators, shall and will well and truly pay, or cause to be paid unto the said *C. D* his executors, administrators or assigns, the said sum of, *&c.* with legal interest for the same, on or before the said ——— day of ——— next, without any deduction, as aforesaid, according to the true intent and meaning of these presents; *And also* that he the said *C. D.* his executors, administrators and assigns, shall and may at all times after default shall be made in payment of the said sum of, *&c.* and interest, or any part thereof, at the time herein before limited for payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said messuage, *&c.* and other the premisses above granted, bargained and sold, or mentioned or intended so to be, with the appurtenances, as aforesaid, for and during all the rest, residue and remainder of the said term of five hundred years, which shall be then to come and unexpired, without the let, suit, hindrance, molestation, interruption or eviction of him the said *A. B.* his heirs and assigns, or of any other person or persons whatsoever, lawfully claiming or to claim by, from, or under him, them or any of them: *And further*, that he the said *A. B.* and his heirs, and all and every other person and persons having or lawfully claiming any right, title or interest, in or to the said premisses, or any part or parcel thereof, by, from, or under him or them, shall and will, after default shall be made in payment of the said sum of, *&c.* and interest, or any part thereof, as aforesaid, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable act and acts, thing and things, assurance and assurances, devise and devises, in the law whatsoever, for the further, better and more perfect granting and assuring of all and singular the said premisses, with the appurtenances above bargained and sold, or mentioned or intended so to be, unto the said *C. D.* his executors, administrators and assigns, for and during all the rest, residue and remainder of the said term of five hundred years above granted, as by the said *C. D.* his executors, administrators or assigns, or his or their counsel learned in the law, shall be reasonably devised, advised or required. *And lastly*, it is covenanted, granted, concluded and agreed upon, by and between the said parties to these presents, and the true intent and meaning hereof is, and it is hereby declared so to be, that until default shall be made in payment of the said sum of, *&c.* and interest, or any part thereof, as aforesaid, it shall and may be lawful to and for the said *A. B.* his heirs and assigns, to have, hold and enjoy all and singular the said premisses, with the appurtenances above bargained and sold, in manner aforesaid, and receive and take the rents, issues and profits thereof, to his and their own proper use and benefit; any thing herein contained to the contrary thereof in any wise notwithstanding. *In witness*, &c.

Covenant to pay the money.

The mortgagee may hold after default in payment.

For further assurance.

That mortgagor may hold till default is made in payment.

Sealed, *&c.*

Note; It is proper to indorse on the back of the above deed a receipt for the money lent.

A Mortgage

A Mortgage in Fee for ſecuring a Debt on a Bond, by Leaſe and Releaſe. Leaſe for a Year. See Releaſe.

THIS *Indenture*, made, *&c. Between A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part; *Whereas* the ſaid *A. B.* by his bond or obligation duly executed, bearing date the —— day of —— in the —— year of the reign of —— and in the year of our Lord —— ſtands bound to the ſaid *C. D.* his executors, adminiſtrators and aſſigns, in the penal ſum of —— of lawful money of *Great Britain*, with a condition thereunder written, for the payment of the ſum of —— of like lawful money, with legal intereſt for the ſame, on or before the —— day of ——next enſuing the date of theſe preſents, as by the ſaid bond and condition may more fully appear: *Now this Indenture witneſſeth*, that the ſaid *A B.* in conſideration of the ſaid debt or ſum of —— owing to the ſaid *C. D.* as aforeſaid, and for the better ſecuring the payment thereof, with intereſt to the ſaid *C. D.* his executors, adminiſtrators or aſſigns, according to the condition of the ſaid bond; *And alſo* in conſideration of the further ſum of five ſhillings to him the ſaid *A. B.* by the ſaid *C. D.* in hand well and truly paid, at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid *A. B.* doth hereby acknowledge, *Hath* granted, bargained, ſold, alienedy releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *C. D.* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by the ſaid *A. B.* for five ſhillings conſideration, by indenture bearing date the day before the day of the date of theſe preſents, for one whole year, commencing from the day next before the day of the date of the ſaid laſt mentioned indenture of bargain and ſale, and by force of the ſtatute made for transferring of uſes into poſſeſſion) and his heirs and aſſigns, *All* that meſſuage, tenement or farm-houſe, ſituate, lying and being in —— in the county of ——, as alſo three cloſes, pieces or parcels of ground thereunto adjoining, reſpectively called or known by the names of, *&c.* together with all gardens, ſtables, yards, backſides, ways, paths, paſſages, houſes, out-houſes, cottages, hereditaments and appurtenances whatſoever, to the ſaid meſſuage, tenement or farm-houſe, and pieces or parcels of ground belonging or in any wiſe appertaining, or with them or any of them held, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed, taken or known as part, parcel or member of them or any of them; and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all and ſingular the ſaid premiſſes hereby granted and releaſed, or intended ſo to be, and every part and parcel thereof; *And alſo* all the eſtate, right, title, intereſt, claim, challenge and demand whatſoever, both at law and in equity, and in poſſeſſion, remainder, expectancy or otherwiſe howſoever, of him the ſaid *A. B.* in, to or out of the ſame, or any part or parcel thereof; and all deeds, evidences and writings touching

touching or concerning the ſaid premiſſes above mentioned, or any part thereof, *To have and to hold* the ſaid meſſuage, tenement or farm-houſe, cloſes, pieces or parcels of ground, and all and ſingular other the premiſſes hereby granted, releaſed and confirmed, or mentioned or intended ſo to be, and every part and parcel thereof, with the appurtenances, unto the ſaid *C. D.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, and to and for no other uſe, intent or purpoſe whatſoever. *Provided always* nevertheleſs, and it is the true intent and meaning of theſe preſents, and of the ſaid parties hereunto, that if the ſaid *A. B.* his heirs or aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, the ſaid full ſum of, *&c.* of lawful money of *Great Britain*, with legal intereſt for the ſame, on or before, *&c.* next enſuing the day of the date of theſe preſents, according to the condition of the above in part recited bond or obligation, without any deduction, defalcation or abatement whatſoever, for or by reaſon or means of any manner of taxes, rates, duties, aſſeſſments, impoſitions or charges whatſoever, parliamentary or otherwiſe, laid, rated, aſſeſſed or impoſed, or to be laid, rated, aſſeſſed or impoſed upon the ſaid meſſuages, farm-ſtands, hereditaments and premiſſes, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the ſum of ——*l.* ſecured by the ſaid bond, or upon the ſaid *A. B.* his executors, adminiſtrators or aſſigns, or any of them, for or in reſpect thereof, by authority of parliament, or otherwiſe howſoever; then and from thenceforth theſe preſents, and every matter and thing therein contained, ſhall ceaſe and be utterly null and void; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, in manner and form following, (that is to ſay) that he the ſaid *A B.* his executors or adminiſtrators, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* with legal intereſt, as aforeſaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatſoever, as aforeſaid; *And* that the ſaid granted and releaſed premiſſes, now are and be, and at all times from and after default ſhall happen to be made of or in payment of the ſaid ſum of, *&c.* and intereſt aforeſaid, or any part thereof, ſhall for ever be, remain and continue free and clear, and freely and clearly acquitted and diſcharged of and from all manner of former and other gifts, grants, mortgages, judgments, titles, troubles, charges or incumbrances whatſoever, heretofore made, committed, done or ſuffered by him the ſeid *A B.* *And* that the ſaid *C. D.* his heirs and aſſigns, ſhall and may from time to time, and at all times after default, if any ſhall happen to be made in payment of the ſaid ſum of, *&c.* and intereſt, as aforeſaid, or any part thereof, peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the ſaid hereditaments and premiſſes, with the appurtenances, and every part and parcel thereof, without the let, ſuit, trouble, hindrance, moleſtation, interruption or diſturbance of him the ſaid *A. B.* his heirs or aſſigns, or of any other perſon or perſons, lawfully claiming or to claim, by, from, or under him, them, or any of them; *And further*, that he the ſaid *A. B.* his

heirs and aſſigns, and all and every other perſon and perſons having or lawfully claiming any eſtate, right, title or intereſt of or in the ſaid hereby granted and releaſed premiſſes, or any part thereof, ſhall and will at any time or times after default, if any made, in payment of the ſaid ſum of —— *l.* or any part thereof, contrary to the proviſo and covenant herein before in that behalf contained, make, do, acknowledge, levy, ſuffer and execute all ſuch further and other acts, matters, things, deviſes and aſſurances in the law whatſoever, for the further and better conveying and aſſuring of all and ſingular the premiſſes, with the appurtenances hereby granted unto him the ſaid *C. D.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever, abſolutely freed and diſcharged of and from the proviſo or condition herein before contained, and of and from all equity of redemption by virtue or colour thereof, according to the true intent and meaning of theſe preſents, as by the ſaid *C. D.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed, deviſed or required. *And laſtly*, it is covenanted and agreed upon by and between both the ſaid parties to theſe preſents, and it is hereby declared to be the true intent and meaning hereof, and of the parties hereunto, that until default ſhall be made in payment of the ſaid ſum of *&c.* and legal intereſt for the ſame, as aforeſaid, at the time above limited for payment thereof, it ſhall and may be lawful to and for the ſaid *A. B.* his heirs and aſſigns, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid premiſſes above granted and releaſed, and every part thereof, with the appurtenances, and to have, receive, and take the rents, iſſues and profits thereof, to his and their own uſe and benefit, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *In Witneſs*, &c.

A Mortgage of Goods.

THIS *Indenture*, made, *&c. Between A. B.* of, *&c.* of the one part, and *C. D.* of, *&c.* of the other part, *Witneſſeth*, that the ſaid *A. B.* for and in conſideration of the ſum of, *&c.* of lawful money of *Great Britain*, to him in hand well and truly paid by the ſaid *C. D.* at or before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit, releaſe, exonerate, and for ever diſcharge the ſaid *C. D.* his heirs, executors and adminiſtrators, and every of them by theſe preſents, *Hath* granted, bargained and ſold, and by theſe preſents *Doth* grant, bargain and ſell unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, *All* and ſingular the goods, furniture and houſhold-ſtuff, herein after particularly mentioned and expreſſed, (that is to ſay) one, *&c.* [*Here inſert fully an account of all the goods mortgaged*] *To have and to hold* all and ſingular the ſaid goods, *&c.* hereby before granted, bargained and ſold, or mentioned or intended ſo to be unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, to the only

only proper uſe and behoof of the ſaid *C. D.* his executors, adminiſtrators and aſſigns for ever; *Provided always*, and theſe preſents are upon this condition, that if the ſaid *A. B.* his executors or adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C. D.* his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* of lawful money of *Great Britain*, with legal intereſt for the ſame, on or before the —— day of ——, then, and in ſuch caſe, theſe preſents, and every matter and thing herein contained, ſhall ceaſe, determine, and be utterly void, to all intents and purpoſes; any thing herein contained to the contrary thereof in any wiſe notwithſtanding. *And* the ſaid *A. B.* for himſelf, *&c.* [*Here inſert a covenant for payment of the money borrowed.*] *And* the ſaid *A. B.* for himſelf, his executors and adminiſtrators, all and ſingular the ſaid goods, *&c.* by theſe preſents granted, bargained and ſold, and every part thereof, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, againſt him the ſaid *C. D.* his executors and adminiſtrators, and againſt all and every other perſon and perſons whatſoever, ſhall and will warrant, and for ever defend, by theſe preſents. *And* the ſaid *C. D.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *A. B.* his executors and adminiſtrators, that he the ſaid *C. D.* his executors, adminiſtrators or aſſigns, ſhall and will immediately, upon the receipt of the ſaid ſum of, *&c.* and intereſt as aforeſaid, at the day and time above limited for payment thereof, deliver, or cauſe to be delivered, unto the ſaid *C. D.* his executors, adminiſtrators and aſſigns, all and ſingular the goods, *&c.* above granted, and which are now, at the time of the executing of theſe preſents, received by the ſaid *C. D.* of and from the ſaid *A. B.* in as good caſe, plight and condition as the ſame and every of them now are at this preſent time. *In Witneſs*, &c.

A Mortgage of Lands for Years, partly for Money lent, and partly for Security of the Mortgagee's being Surety for other Debts of the Mortgagor.

THIS *Indenture of three parts*, made, *&c. Between R. C.* of the firſt part, *C. R.* of the ſecond part, and *J. F.* of the third part, *Witneſſeth*, that the ſaid *R. C.* for and to the intent that the ſaid *R. C.* and *J. F.* and each of them, and the heirs, executors and adminiſtrators of each of them, ſhall and may be well and truly ſatisfied, paid and ſaved harmleſs of and for all and ſingular ſuch ſum and ſums of money, as they the ſaid *C. R.* and *J. F.* or either of them, have heretofore lent or delivered to the ſaid *R. C.* or to any other perſon or perſons, to or for his uſe, by his conſent, requeſt or agreement, or which they the ſaid *C. R.* and *J. F.* or either of them, ſhall at any time hereafter lend or deliver to and for the uſe of the ſaid *R. C.* by or at his requeſt, conſent or agreement, and alſo of and for all and ſingular ſuch bills, obligations and debts, which they the ſaid *C. R.* and *J. F.* or either Conſideration.

Covenant of demiſe.

ther of them, heretofore have made, or hereafter ſhall make, jointly with the ſaid *R. C.* for his debt, or at his requeſt, *Hath* demiſed, granted, and to farm letten, and by theſe preſents *Doth* demiſe, grant, and to farm let to them the ſaid *C. R.* and *J. F. All* that, &c. with the appurtenances; *To have and to hold* the ſaid, &c. to the ſaid *C. R.* and *J. F.* their executors, adminiſtrators and aſſigns, from the feaſt, &c. for and during, and until the full end and term of ninety nine years from thence next enſuing, and fully to be compleat and ended; *Yielding and paying* therefore yearly, during the ſaid term, unto the ſaid *R. C.* his heirs and aſſigns, the ſum of 10*l.* of lawful money of *Great Britain*, at the feaſt of St. *Michael* the archangel, and of the bleſſed virgin, by even and equal portions. *Provided always*, that if he the ſaid *R. C.* his executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid to them the ſaid *C. R.* and *J. F.* their executors, adminiſtrators or aſſigns, or any of them, all and ſingular ſuch ſum and ſums of money, as they the ſaid *C. R.* and *J. F.* or either of them, heretofore have lent or delivered to the ſaid *R. C.* or to any other perſon or perſons, to or for his uſe, by his conſent and agreement, or at any time hereafter ſhall lend or deliver, to or for the uſe of the ſaid *R. C.* at his requeſt, or by his conſent or agreement; and alſo all and ſingular ſuch ſum and ſums of money, as are or ſhall be mentioned in any bill, bond or obligation, or any other writing whatſoever, which they the ſaid *C. R.* and *J. F.* or either of them, heretofore have made, or hereafter ſhall make, jointly with the ſaid *R. C.* for his debt, or at his requeſt, together with all ſuch coſts, charges, loſſes and damages whatſoever, which they the ſaid *C. R.* and *J. F.* or either of them, their or either of their executors or adminiſtrators ſhall bear or ſuſtain, for or by reaſon of any ſum or ſums of money, bills, bonds or obligations aforeſaid, or any of them; *Or* if the ſaid *C. R.* and *J. F.* their executors, adminiſtrators and aſſigns, ſhall be fully ſatisfied, contented and paid all ſum and ſums of money to them owing, by and from the ſaid *R. C.* with the rents, iſſues and profits of the premiſſes hereby demiſed, or any other way howſoever; *That* then and from thenceforth this preſent leaſe, grant and demiſe, and every matter, clauſe and covenant herein contained, ſhall ceaſe, determine, and be utterly void and of no effect; *And* that then and from thenceforth he the ſaid *R. C.* his executors, adminiſtrators or aſſigns, into the ſaid demiſed premiſſes, with the appurtenances, ſhall and may lawfully enter, and the ſame have again, retain, repoſſeſs and enjoy; any thing herein contained to the contrary notwithſtanding. *(Covenant for quiet enjoyment, and further aſſurance in default of payment.) In Witneſs.* &c.

Habendum for 99 years.

Reddendum.

Proviſo if mortgagor ſhall pay all ſuch ſums as have been lent, &c.

Proviſo alſo if mortgagee ſhall be fully ſatisfied all ſuch ſums as are now owing, &c. out of the rent, &c.

A Mortgage

A Mortgage to Two by Leaſe and Releaſe, in Truſt for one of the Mortgagees; Penn'd by good Advice.

THIS *Indenture* made, *&c. Between I. S.* of *C.* in the county of *K.* eſq; of the one part, and *T. V.* of the *Middle Temple, London*, eſq; and *W. P.* of the ſix clerks office in *Chancery-Lane*, in the county of *Middleſex*, gent. of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 300 *l.* of lawful money of *Great Britain*, by the ſaid *T. V.* to the ſaid *I. S.* in hand paid, at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth acquit, releaſe and diſcharge the ſaid *T. V.* his heirs, executors and adminiſtrators, and every of them for ever, by theſe preſents, and alſo for and in conſideration of the ſum of 5 *s.* of like lawful money by the ſaid *W. P.* to the ſaid *I. S.* in hand likewiſe paid at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof he doth alſo hereby acknowledge, and thereof acquit and diſcharge the ſaid *W. P. He* the ſaid *I. S. Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Doth* grant, *&c.* unto the ſaid *T. V.* and *W. V.* (in their actual poſſeſſion now being by virtue of a bargain and ſale to them thereof made, by indenture bearing date the day next before the day of the date of theſe preſents, and executed before the ſealing and delivering hereof, for one whole year, commencing from the day next before the day of the date of the ſame indenture, and by virtue of the ſtatute for transferring of uſes into poſſeſſion), and to their heirs and aſſigns, *All* that meſſuage or tenement, with the appurtenances, commonly called or known by the name or ſign of, *&c.* heretofore in the tenure or occupation of *D. A.* or his aſſigns, and now or late of *I. H.* his under-tenants or aſſigns, together with all and ſingular the edifices, buildings, backſides, rooms, cellars, ſolars, lights, eaſements, ways, paſſages, profits, commodities and appurtenances whatſoever, to the ſaid meſſuage or tenement belonging, or in any wiſe appertaining, or therewith uſually held, occupied or enjoyed, or accepted, reputed, deemed or taken as part, parcel or member thereof, or any part thereof; *And* the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of the ſaid premiſſes, and of every part and parcel thereof, and all the eſtate, right, title, intereſt, uſe, truſt, inheritance, property, claim and demand whatſoever, either in law or equity, of him the ſaid *I. S* of, in, to or out of the ſaid meſſuage and premiſſes, and every part and parcel thereof; *To have and to hold* the ſaid meſſuage or tenement, buildings and premiſſes, with their and every of their appurtenances, unto the ſaid *T. V.* and *W P.* their heirs and aſſigns, to the only proper uſe and behoof of them the ſaid *T. V.* and *W. P.* their heirs and aſſigns for ever; *In Truſt* nevertheleſs for him the ſaid *T V.* his heirs and aſſigns for ever: *Provided always* and upon condition nevertheleſs,

Conſideration.

Releaſe.

Parcels.

Habendum.

Proviſo on payment of, &c.

this preſent indenture to be void.

nevertheleſs, and it is hereby agreed by and between all the ſaid parties to theſe preſents, that if the ſaid *I. S.* his heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. V.* his executors, *&c.* the ſum of 315*l.* of lawful money of *Great Britain*, in manner following, that is to ſay, the ſum of 7*l.* 10*s.* part thereof, on or upon the 13th day of *September* now next enſuing, and the ſum of 307*l.* 10*s.* reſidue thereof, on or upon the 13th day of *March*, which will be in the year of our Lord 1717, at or in the ſaid *Middle-Temple Hall, London*, without any deduction or abatement for or in reſpect of any taxes, charges or impoſitions, taxed, charged or impoſed, or to be taxed, charged or impoſed on the ſaid meſſuages and premiſſes, or on the occupiers thereof, or on the ſaid ſum of 315*l.* or on the ſaid *T. V.* and *W. P.* in reſpect of them or any of them, by act of parliament or otherwiſe howſoever, then this preſent indenture, and all the eſtates hereby granted, ſhall ceaſe, determine and be utterly void and of none effect; any thing herein before contained to the contrary thereof notwithſtanding;

Covenant for payment of money.

And the ſaid *J. S.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *T. V.* and *W. P.* their heirs and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid *I. S.* his heirs, executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. V.* his executors, adminiſtrators or aſſigns, the ſaid ſum of 315*l.* at the ſeveral days and places above limited for payment thereof, without any deduction or abatement as aforeſaid:

The grantor is lawfully ſeiſed;

And that he the ſaid *I. S.* now is and ſtandeth lawfully and abſolutely ſeiſed of and in the ſaid meſſuage, buildings and premiſſes, hereby or intended to be hereby granted as aforeſaid, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple;

and hath power to grant:

And that he the ſaid *I. S.* now hath in himſelf good right, full power and lawful and abſolute authority, to grant, releaſe and convey the ſaid meſſuage or tenement, buildings and premiſſes, with the appurtenances, unto the ſaid *T. V.* and *W. P.* and their heirs, in manner and form aforeſaid;

that the mortgagees may peaceably enjoy,

And that they the ſaid *T. V.* and *W. P.* their heirs and aſſigns, ſhall and lawfully may from time to time, and at all times for ever hereafter, after breach of the proviſo aforeſaid ſhall happen to be made, peaceably and quietly have, hold and enjoy all and ſingular the ſaid meſſuage and premiſſes, without the lawful let, ſuit, trouble, eviction, interruption or diſturbance of him the ſaid *I. S.* his heirs or aſſigns, or of any other perſon or perſons whatſoever, lawfully claiming or to claim any eſtate, right, title, or intereſt, of, in or to the ſaid premiſſes, or any part thereof, by, from, or under him or them, or any perſon whatſoever;

free of all incumbrances;

And that free and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, indentures, dowers, thirds, rights and titles of dower or thirds, ſtatutes merchant and of the ſtaple, recognizances, judgments, extents, executions, uſes, truſts, intails, eſtate and eſtates, rights, titles, troubles, charges, demands and incumbrances whatſoever;

for further aſſurance after breach of proviſo.

And that he the ſaid *I. S.* and his heirs, and all and every other perſon or perſons, and their heirs lawfully having or claiming, or to have or claim, any eſtate, right, title, intereſt or demand of, in, to or out of the ſaid meſſuages, buildings and premiſſes, or any part thereof,

ſhall

ſhall and will at all times hereafter (after breach of the proviſo aforeſaid) upon the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *T. V.* his heirs or aſſigns, make, do and execute, or cauſe to be made, done or executed, all and every ſuch further and other lawful and reaſonable act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further and better aſſuring and conveying of all and ſingular the ſaid premiſſes, unto the ſaid *T. V.* and *W. P.* their heirs and aſſigns for ever, in truſt as aforeſaid, as by him the ſaid *T. V.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, or adviſed and required: *And* it is hereby declared, that (until breach of the proviſo aforeſaid ſhall happen to be made) it ſhall and may be lawful to and for the ſaid *I. S.* his heirs and aſſigns, quietly and peaceably to have, hold and enjoy the ſaid meſſuage and premiſſes, without any interruption or diſturbance, by, from and under them the ſaid *T. V.* and *W. P.* or either of them, their or either of their heirs or aſſigns, or any other perſon or perſons claiming or to claim by, from or under them, or any of them, *In Witneſs*, &c.

T. Vernon.

That mortgagee may enjoy until default in payment.

A Mortgage containing the Declaration of the Uſes of a Fine to the Mortgagee, &c.

THIS *Indenture of three parts*, made, *Between J. A.* of *C.* in the county of *K.* eſq; and *M.* his wife, *G. A.* of *C.* aforeſaid, gent. ſon and heir apparent of the ſaid *J. A.* and *M.* his wife, and *E. A.* &c. of the firſt part, Sir *J. S.* of *E.* in the ſaid county of *K.* bart, of the ſecond part, and *J. H.* of *Clifford's Inn, London*, gent. of the third part, *Witneſſeth*, That for and in conſideration of the ſum of 1000*l.* of good and lawful money of *Great Britain* to the ſaid *J. A.* and *G. A.* and alſo of the ſum of five ſhillings of like lawful money, to the ſaid *E. A.* in hand paid by the ſaid Sir *J. S.* at or immediately before the ſealing and delivery of theſe preſents, the ſeveral receipts whereof are hereby acknowledged, and thereof, and of every part and parcel thereof, they the ſaid *J. A. G. A.* and *E. A.* do acquit, exonerate and diſcharge, the ſaid Sir *J. S.* his executors and adminiſtrators, by theſe preſents, and for the ſettling and aſſuring of the ſeveral meſſuages or tenements and premiſſes herein after mentioned, to ſuch uſes, intents and purpoſes as are herein after limited and expreſſed; *It is* hereby covenanted, granted, concluded and agreed upon by and between all and every the ſaid parties to theſe preſents, for them and their heirs; *And* the ſaid *J. A. G. A.* and *E. A.* for them and their heirs, *Do* covenant and grant to and with the ſaid *J. H.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, *That they* the ſaid *J. A.* and *M.* his wife, *G. A.* and *E. A* or their reſpective heirs, ſhall and will, before the end of *Michaelmas* term now next enſuing the date hereof, acknowledge and levy, in due form of law, one fine *ſur conuſance de droit come ceo*, &c. to be ingroſſed, recorded and ſued forth, with proclamations,

Conſideration of 1000*l.* &c. and 5*s.*

Covenant of grant;

and to levy a fine, with proclamations, &c.

clamations, according to the ſtatutes in that caſe made and provided, and the uſual courſe of fines with proclamations in ſuch caſes uſed, unto the ſaid *J. S.* and his heirs, of all thoſe their two new erected meſſuages or tenements and gardens, and backſides to the ſame belonging or appertaining, ſituate, ſtanding and being in *Shire-Lane*, in the pariſh of St. *Dunſtan's* in the Weſt, in the county of *M.* and in the ſeveral tenures or occupations of *W K.* eſq; and *R. W.* their aſſigns or under-tenants; and alſo of all thoſe their two other meſſuages or tenements and gardens or backſides to the ſame belonging or appertaining, ſituate, ſtanding and being in *Bell Yard* in the ſaid pariſh of St. *Dunſtan's* in the Weſt, in the ſaid county of *M* and in the ſeveral tenures or occupations of *T. F.* and *R A.* eſqrs; their aſſigns or under-tenants, with their and every of their appurtenances, by the names of four meſſuages and four gardens, with the appurtenances, in the pariſh of St. *Dunſtan's* in the Weſt, or by ſuch other apt and convenient name or names, number of meſſuages and other things as ſhall be thought fit and convenient. *And it is* hereby covenanted, declared and agreed, by and between all the ſaid parties to theſe preſents, that the ſaid fine herein before covenanted to be levied, as aforeſaid. and all and every other fine and fines whatſoever, to be had and levied of the ſaid premiſſes, by and between the ſaid parties to theſe preſents, or any of them, or whereunto they or any of them ſhall be party or parties, ſhall be and enure, and ſhall be conſtrued, expounded, deemed and taken to be and enure, were meant and intended to be and enure, and are hereby declared by all the ſaid parties to theſe preſents, to be and enure as to the ſame hereditaments and premiſſes, and the conuſee or conuſees in the ſaid fine or fines, and all and every other perſon and perſons whatſoever, that by force and virtue of the ſaid fine, or any other fine or fines, ſhall be ſeiſed of the ſaid four ſeveral meſſuages or tenements and premiſſes, with the appurtenances herein before mentioned, or any part thereof, ſhall ſtand and be ſeiſed thereof, and of every part and parcel thereof, to the uſes following, that is to ſay, *As for*, touching and concerning all thoſe the aforeſaid two meſſuages or tenements and gardens or backſides to the ſame belonging, with their and every of their appurtenances, ſituate, ſtanding and being in *Shire-Lane* aforeſaid, in the ſeveral tenures or occupations of the ſaid *W. K.* and *R. W.* their aſſigns or under-tenants; *And alſo* all that meſſuage or tenement, and garden or backſide to the ſame belonging, with the appurtenances, ſituate, ſtanding and being in *Bell-Yard* aforeſaid, and in the tenure or occupation of the ſaid *T. F.* his aſſigns or under-tenants, *To the Uſe* and behoof of the ſaid Sir *J. S* his executors, adminiſtrators and aſſigns, for and during the term of 1000 years from hence next enſuing and fully to be compleat and ended, without impeachment of or for any manner of waſte; ſubject nevertheleſs to ſuch condition as is herein after mentioned; *And as* for, touching and concerning all that the aforeſaid meſſuage or tenement, and garden or backſide to the ſame belonging, with the appurtenances, ſituate, ſtanding and being in *Bell-Yard* aforeſaid, and in the tenure or occupation of the ſaid *R. A* his aſſigns or under-tenants; and alſo all other the premiſſes in the ſaid fine expreſſed and contained, to the *uſes* following; that is to ſay, the ſaid three meſſuages or tenements, with the appurtenances, in the ſeveral tenures or occupations of the ſaid *W. K. R. W.* and *T. F.* their aſſigns or under-tenants, from and immediately after the expiration,

Of the parcels.

The uſes of the fine declared to be,

as, for and concerning all that, &c.

To the uſe of *J. S.* the mortgagee for 1000 years;

and as for and concerning all that, &c. as to three meſſuages from and after the ſaid term;

tion, ceaſing or other determination of the ſaid term of 1000 years; *And alſo* the ſaid meſſuage or tenement, with the appurtenances, in the tenure or occupation of the ſaid *R. A.* his aſſigns or under-tenants, from and immediately after the levying of the ſaid fine, *To the Uſe* and behoof of the ſaid *J. A.* and his aſſigns, for and during the lives of him the ſaid *J. A.* and his aſſigns, for and during the lives of him the ſaid *J. A.* and of the ſaid *M.* his wife, and from and after the determination of that eſtate, and in caſe the ſaid *M. A.* ſhall ſurvive the ſaid *J. A.* her huſband, then to the uſe and behoof of the ſaid *M. A.* for and during the term of her natural life; and from and after her deceaſe, then to the uſe and behoof of the ſaid *G. A.* his heirs and aſſigns for ever, and to and for no other uſe or uſes, intent or purpoſe, whatſoever: *Provided always*, and theſe preſents are upon this condition nevertheleſs, that if the ſaid *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid Sir *J. S.* his executors, adminiſtrators or aſſigns, or any of them, at or in the now dwelling-houſe of him the ſaid Sir *J. S.* ſituate in *E.* aforeſaid, the full ſum of 1050*l.* in manner and form following; that is to ſay, 25*l.* part thereof, on the 17th day of *February* next enſuing the date hereof, and 1025*l.* reſidue thereof, on the 18th day of *Auguſt*, which will be in the year of our Lord 1716, without any abatement, deduction or defalcation thereout, for or in reſpect of any taxes, charges, payments or aſſeſſments iſſuing out of, or charged or impoſed upon, or to be iſſuing out of, or charged or impoſed upon the ſaid meſſuages or tenements, and premiſſes, or any part or parcel thereof, or upon the ſaid Sir *J. S.* his executors, adminiſtrators or aſſigns in reſpect thereof, by authority of parliament, or otherwiſe howſoever; that then, from and immediately after the payment thereof, as aforeſaid, the term and eſtate hereby made and limited, or mentioned to be hereby made and limited, of and in the aforeſaid three meſſuages or tenements, with the appurtenances, in the ſeveral tenures or occupations of the ſaid *W. R. W* and *T. F.* their aſſigns or under-tenants, unto the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, for the aforeſaid term of 1000 years, ſhall ceaſe, determine and become and be void, fruſtrate and of none effect, to all intents and purpoſes; *And* the ſaid *J. A.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, and the ſaid *G. A.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, do ſeverally covenant, promiſe and grant to and with the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, (that is to ſay), *That* they the ſaid *J. A.* and *G. A.* or one of them, their or one of their heirs, executors, adminiſtrators or aſſigns, or ſome or one of them, ſhall and will, without any defalcation, deduction or abatement of any thing, for or in reſpect of any taxes, charges, payments or aſſeſſments, as aforeſaid, well and truly pay, or cauſe to be paid unto the ſaid Sir *J. S.* his executors, adminiſtrators or aſſigns, or ſome or one of them, at the place of payment before mentioned, the ſaid ſum of 1050*l.* in manner and form aforeſaid, at the ſeveral times before in the ſaid proviſo or condition mentioned for payment thereof, without any further delay: *And alſo*, that they the ſaid *J. A.* and *M.* his wife, *G. A.* and *E. A.* or ſome or one of them, are the ſole, true and

and alſo the meſſuage, &c. from and immediately after levying the fine, to the uſe of *J. A.* the conuſor, for the lives of himſelf and wife, &c.

proviſo on payment of the mortgage money, the 1000 years term to ceaſe.

Covenant to pay the money.

That grantors are true owners;

and lawful owners and proprietors of all the ſaid three meſſuages or tenements, and gardens or backſides to the ſame belonging, with their and every of their appurtenances, in the ſeveral tenures or occupation of the ſaid *W. K. R. W.* and *T. F.* their aſſigns or under-tenants; *And* that they, or ſome or one of them, is or are lawfully, rightfully and abſolutely ſeiſed thereof, and of every part and parcel thereof, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, proviſo or limitation of uſe or uſes, or other reſtraint, matter or thing to determine, alter or change the ſame, and have good right, lawful and abſolute power and authority in themſelves, or ſome or one of them, to direct, limit and appoint the uſes of the ſaid laſt mentioned meſſuages or tenements, and premiſſes, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, for and during all the ſaid term of 1000 years, and in manner and form aforeſaid: *And* that if default ſhall happen to be made, of or in payment of the ſaid monies herein before covenanted to be paid, or of any part thereof, that then and from thenceforth it ſhall and may be lawful to and for the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, into all and every the ſaid laſt mentioned meſſuages or tenements, and premiſſes, with their appurtenances, and into every part and parcel thereof, to enter, and the ſame from thenceforth, for and during all the then reſt and reſidue of the ſaid term of 1000 years, peaceably and quietly to have, hold and enjoy, and all and every the yearly and other rents, iſſues and profits thereof, and of every part and parcel thereof, coming, ariſing and growing, to have and take without any manner of denial, let, ſuit, trouble, hindrance, interruption and eviction, of or by the ſaid *J. A.* and *M.* his wife, *G. A.* and *E. A.* their heirs, executors, adminiſtrators or aſſigns, and without the lawful let, ſuit, trouble, interruption or eviction, of or by any other perſon or perſons whatſoever; *And* free and clear, and freely, clearly, and abſolutely acquitted, freed, exonerated and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants, jointures, dowers, thirds, rights and titles of dower and thirds, intails, leaſes, mortgages, eſtates, titles, rents, arrearages of rent, judgments, ſtatutes, recognizances, debts, executions, extents, troubles, forfeitures, ſeizures, decrees, charges and incumbrances whatſoever (tenants' leaſes only excepted). *And further alſo*, that if default ſhall be made of or in the payment of the ſaid monies, or any part thereof herein before covenanted to be paid, that then, and at any time after ſuch default, they the ſaid *J. A.* and *M.* his wife, *G. A.* and *E. A.* their heirs and aſſigns, and all and every other perſon and perſons, any eſtate having or lawfully claiming, of, in, to or out of the ſaid meſſuages or tenements, with the appurtenances, in the ſeveral tenures or occupations of the ſaid *W. K. R. W.* and *T. F.* their aſſigns or under-tenants, or any part thereof, ſhall and will, at the reaſonable requeſt of the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, make and do all and every ſuch further and other act and acts, thing and things, deviſes and aſſurances in the law, for the better and more perfect aſſuring and conveying of the ſaid laſt mentioned premiſſes, with the appurtenances, unto the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, for and during the aforeſaid term of 1000 years, be it by deed or deeds, fine or fines, recovery or recoveries, with ſingle,

and lawfully ſeiſed in fee-ſimple;

and have good right to appoint.

If default in payment, mortgagee to enjoy for the reſidue of the term;

and receive the rents;

free from incumbrances.

And after default in payment, to make further aſſurance.

ſingle, double, or other voucher or vouchers, releaſe or confirmation, or by all and every or any of the ſaid ways and means, or by any other ways and means in the law whatſoever, as by the ſaid Sir *J. S.* his executors or adminiſtrators, or by his or their counſel learned in the law, ſhall be reaſonably adviſed, deviſed, tendered or required; *And* the ſaid *E. A.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree to and with the ſaid Sir *J. S.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *E. A.* hath not done, nor willingly or wittingly permitted or ſuffered to be done, any act or thing, whereby the freehold or inheritance of the ſaid mortgaged premiſſes, or any part or parcel thereof, are or may be impeached, charged or incumbered in title, charge, eſtate or otherwiſe; *And laſtly*, the ſaid Sir *J. S.* for himſelf, his executors, &c. and for every of them, doth covenant, promiſe and agree to and with the ſaid *J. A* and *G. A.* ſeverally, and to and with their ſeveral heirs, &c. That until default ſhall be made, of or in payment of the ſaid money herein before covenanted to be paid, or ſome part thereof, he the ſaid Sir *J. S* his executors, adminiſtrators and aſſigns, ſhall and will permit and ſuffer the ſaid *J. A.* and *M.* his wife, and *G. A.* their heirs and aſſigns, peaceably and quietly to receive, take and enjoy the rents, iſſues and profits of all and ſingular the aforeſaid three laſt mentioned meſſuages or tenements, and premiſſes, with their and every of their appurtenances, without any interruption, of or by the ſaid Sir *J. S.* his executors, adminiſtrators or aſſigns, and without any account to be given to him or them, for, touching, or concerning the ſame. *In witneſs*, &c.

Done no act to incumber.

Grantor to enjoy until default in payment.

An aſſignment of the precedent Mortgage.

THIS *Indenture of four parts*, made, &c. *Between* Sir *J. S.* of *E.* in the county of *K.* baronet, of the firſt part, *J. A.* of *C.* in the ſaid county, eſq. and *M.* his wife, *G. A.* of *C.* aforeſaid, ſon and heir apparent of the ſaid *J. A.* and *M.* his wife, and *E. A.* of *L.* &c. of the ſecond part, *J. H.* of *Clifford's Inn*, *London*, gent. of the third part, and *W. P.* of, &c. eſq. of the fourth part: *Whereas* in and by a certain indenture of three parts bearing date, &c. and made or mentioned to be made between the ſaid *J. A.* and *M.* his wife, the ſaid *G. A.* and the ſaid *E. A.* of the firſt part, the ſaid Sir *J. S.* of the ſecond part, and the ſaid *J. H.* of the third part, for and in conſideration of the ſum of 1000 *l.* of good and lawful money of *Great Britain*, to the ſaid *J. A.* and *G. A.* and alſo the ſum of 5 *s.* of like lawful money, to the ſaid *E. A.* in hand paid, by the ſaid *J. S.* and for the ſettling and aſſuring of the ſeveral meſſuages or tenements, and premiſſes therein mentioned, to the uſes, intents and purpoſes, as therein limited and expreſſed, it is thereby covenanted, concluded and agreed upon, by and between all and every the ſaid parties thereunto, for them and their heirs, and the ſaid *J. A. G. A.* and *E. A.* for them their heirs, did covenant and grant, to and with the ſaid *J. H.* their heirs, &c. *(and ſo recite the former mortgage to)* ſhould be ſeiſed of the four ſeveral meſſuages or tenements, and premiſſes, with the appurtenances

Recital of the mortgage deed.

purtenances therein mentioned, or any part thereof, ſhould ſtand and be ſeiſed thereof, and of every part and parcel thereof, to the uſes following, that is to ſay, as for, touching and concerning all thoſe the aforeſaid two meſſuages or tenement, and gardens or backſides to the ſame belonging, with their and every of their appurtenances, ſituate ſtanding and being in *Shire-lane* aforeſaid, in the ſeveral tenures or occupations of the ſaid *W. K.* and *R. W.* their aſſigns or under-tenants and alſo all that meſſuage or tenement, and garden or backſide to the ſame belonging, with the appurtenances, ſituate, ſtanding and being *Bell-yard* aforeſaid, and in the tenure or occupation of the ſaid *T.* his aſſigns or under tenants, to the uſe and behoof of the ſaid Sir *J.* his executors, adminiſtrators and aſſigns, for and during the term 1000 years, from thence next enſuing, and fully to be compleat ended, without impeachment of or for any manner of waſte; ſubject neverthleſs, and under a certain condition therein contained, that the ſaid *J. A.* and *G. A.* or either of them, their or either of the heirs, executors, adminiſtrators or aſſigns, or any of them, did ſhould well and truly pay, *&c.* in manner and form, and on the days and times therein mentioned, that then, from and immediately after payment, *&c.* (*as in the mortgage to the words*) of no effect, to all tents and purpoſes, as in and by the ſaid recited indenture, relation thereunto being had, may more at large appear: *And whereas* the fine was accordingly levied, and the days in the above recited indenture limited and appointed for the payment of the ſaid 1050*l.* are ſo time ſince paſt, and the principal ſum of 1000*l.* aforeſaid, is not paid and ſatisfied, or any part thereof; but all intereſt for the ſame has been paid up to the day of the date of theſe preſents, which the Sir *J. S.* doth hereby acknowledge: *Now this indenture witneſſ*

Conſideration of the preſent aſſignment.

that for and in conſideration of the ſum of 1000*l.* of good and law money of *Great Britain*, to him the ſaid Sir *J. S.* in hand well truly paid by the ſaid *W. P.* at or immediately before the ſealing delivery of theſe preſents, by the direction and appointment of the *J. A.* and *M.* his wife, and *G. A.* teſtified by their being made parties to, and ſigning and ſealing of theſe preſents, the receipt whereof the ſaid Sir *J. S.* doth hereby acknowledge, and thereof and therefrom, and of and from every part and parcel thereof, doth releaſe, quit and diſcharge him the ſaid *W. P.* his executors, adminiſtrators and aſſigns, and every of them by theſe preſents, which ſaid ſum 1000*l.* is in full of all money due on the mortgage of the ſaid the meſſuages in the above recited indenture mentioned to be in the ſeveral

Aſſignment.

tenures or occupations of the ſaid *W. K. R. W.* and *T. E. he* the Sir *J. S. hath* granted, bargained, ſold, aſſigned and ſet over, and theſe preſents, by the direction and at the nomination of them the *J. A.* and *M.* his wife, and the ſaid *G. A.* teſtified as aforeſaid, *D* grant, *&c.* unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, *All* and ſingular the ſaid two meſſuages or tenements, and garden and backſides to the ſame belonging, with their and every of their purtenances, ſituate, ſtanding and being in *Shire-lane* aforeſaid, whereof is now in the tenure of *T. C.* widow, and late in the tenure *W. K.* and the other in the tenure or occupation of the ſaid *R.* their aſſigns or under-tenants; and alſo all that meſſuage or tenement and gardens or backſides thereto belonging, with the appurtenances ſituate, ſtanding and being in *Bell-yard* aforeſaid, and now or late

the tenure or occupation of the ſaid *T. F.* or his aſſigns; all which ſaid premiſſes in the ſaid recited indenture were granted or mortgaged to the ſaid Sir *J. S.* together with the ſaid recited indenture of mortgage, and all the eſtate, right, title and intereſt therein and thereunto, and the term of years therein mentioned, yet to come and unexpired, as alſo all uſe, truſt, property, intereſt, claim and demand whatſoever, which he the ſaid Sir *J. S.* now hath, ever had, or in any wiſe ought to have or claim therein or thereunto, by any ways or means whatſoever or howſoever: *And* the ſaid *J. A.* and *M.* his wife, and the ſaid *G. A. E. A.* and *J. H.* for the conſideration aforeſaid, and for and in conſideration of the further ſum of 5*s.* of like lawful money of *Great Britain*, to them well and truly paid by the ſaid *W. P.* at and before the ſealing and delivery of theſe preſents, the receipt whereof they do ſeverally and reſpectively acknowledge, and thereof ſeverally acquit and for ever diſcharge the ſaid *W. P* his executors, adminiſtrators and aſſigns, by theſe preſents, *Have*, and every of them *Hath* granted, bargained, ſold, releaſed, ratified and confirmed, and by theſe preſents do, and every of them doth, *&c.* unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, all and ſingular the above mentioned meſſuages, tenements and premiſſes, with their and every of their appurtenances whatſoever; *To have and to hold* all and ſingular the ſaid three meſſuages or tenements, and the gardens or backſides thereunto ſeverally and reſpectively belonging, with their and every of their appurtenances, hereby, or intended to be hereby granted, bargained, ſold, aſſigned, ſet over, releaſed, ratified and confirmed, unto the ſaid *W. P.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue of the ſaid term of 1000 years, in and by the above recited indenture or mortgage granted, yet to come and unexpired: *Provided always*, and theſe preſents are upon this condition nevertheleſs, that if the ſaid *J. A.* and *G. A.* or either of them, their or either of their heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *W. P.* his executors, adminiſtrators or aſſigns, or any of them, at or in the common dining hall of the *Middle Temple*, *London*, the full ſum of 1050*l.* that is to ſay, the ſum of 25*l.* part thereof, at or upon the —— day of —— now next enſuing, and the ſum of 1025*l.* reſidue thereof, at or upon the —— day of —— which will be in the year of our Lord 1717, without any deduction, *&c.* (vide *the proviſo and covenant for payment in the mortgage deed*) *And alſo*, that if default ſhall happen to be made, of or in payment of the ſaid money herein before covenanted to be paid, or of any part thereof, that then and from thenceforth, it ſhall and may be lawful to and for the ſaid *W. P.* his executors, adminiſtrators and aſſigns, into all and every the ſaid three meſſuages or tenements, and premiſſes, with their appurtenances, and into every part and parcel thereof, to enter, and the ſame from thenceforth, for and during all the then reſt and reſidue of the ſaid term of 1000 years, peaceably and quietly to have, hold, *&c.* (*Covenant for the mortgagee's quiet enjoyment, free from incumbrances, as in the mortgage deed*): *And further alſo*, that if default ſhall be made of or in payment of the ſaid money, or any part thereof herein before covenanted to be paid, that then and at any time after ſuch default, they the ſaid *J. A.* and *M.* his wife, *G. A. E. A.* and *J. H.* their heirs and aſſigns, and all and every other perſon and perſons, any eſtate

Covenant of aſſignment.

Habendum.

Proviſo to be void on payment.

If default in payment, aſſignee to enjoy for the remainder of the term.

Covenants, *&c.* For further aſſurance after default;

tate having or lawfully claiming, of, in, to or out of the said th
meſſuages or tenements, with the appurtenances, ſhall and will at t
reaſonable requeſt of the ſaid *W. P.* his executors, adminiſtrators a
aſſigns, make, *&c. (Covenant for further aſſurance, as in the mortga*
done no act to incumber; *deed) : And* the ſaid *E. A.* for himſelf, his heirs, executors, admi
ſtrators and aſſigns, and for every of them, do ſeverally covenant, p
miſe and agree, to and with the ſaid *W. P.* his executors, adminiſ
tors and aſſigns, by theſe preſents, that they the ſaid *E. A.* and *J.*
or either of them, have not done, or willingly and wittingly perm
or ſuffered to be done, any act or thing whereby the freehold or in
ritance of the ſaid mortgaged and aſſigned premiſſes, or any part
parcel thereof, are or may be impeached, charged or incumbered
that the mortgagor may enjoy until default, title, charge, eſtate or otherwiſe: *And* the ſaid *W. P.* for himſelf,
executors, adminiſtrators and aſſigns, and for every of them, doth
venant, promiſe and agree, to and with the ſaid *J. A.* and *G. A.*
verally, and their ſeveral and reſpective heirs, executors, adminiſtra
and aſſigns, by theſe preſents, that until default ſhall be made of
the payment of the ſaid money herein before covenanted to be paid,
ſome part thereof, he the ſaid *W. P.* his executors, adminiſtrators a
aſſigns, ſhall and will permit and ſuffer the ſaid *J. A.* and *M.* his wi
and *G. A.* their heirs and aſſigns, peaceably and quietly to take
receive, *&c.* (*See mortgage deed, ſame covenant*) : *And* the ſaid Sir
that the mortgaged premiſſes ſhall be and remain free and clear, *&c.* *S.* for himſelf, his executors and adminiſtrators, and for every of th
doth covenant, promiſe and agree, to and with the ſaid *W. P. J.*
and *G. A.* and their heirs, executors, adminiſtrators and aſſigns,
theſe preſents, that all and ſingular the ſaid three meſſuages or ten
ments, and premiſſes, with their appurtenances hereby aſſigned, or
tended to be hereby aſſigned, ſhall from henceforth be and remain,
be had, held and enjoyed by him the ſaid *W. P.* his executors, adm
niſtrators and aſſigns, purſuant and according to the true intent a
meaning of theſe preſents, free and clear, and freely and clearly acq
ted and diſcharged, of and from all and all manner of incumbran
whatſoever had, made or done, or wittingly or willingly ſuffered to
done by him the ſaid Sir *J. S.* or any other perſon or perſons whatſ
ever, claiming, or which ſhall or may at any time hereafter have
claim, any eſtate, right, title or intereſt, of, in or to the hereby aſſig
ed premiſſes, or any of the money now thereupon due, or hereafter
grow due for the ſame, by, from or under him the ſaid Sir *J. S.* h
that the fine had and levied ſhall be to the uſe of aſſignee. heirs, executors or adminiſtrators, or any of them : *And laſtly*, it
hereby declared and agreed, by and between all the ſaid parties to th
preſents, that the ſaid fine ſo had and levied as aforeſaid, as to the ab
mentioned three meſſuages or tenements, with the appurtenances, a
all other fine and fines to be ſo had, made, levied, ſuffered and execu
ed, or already had, made, levied, ſuffered and executed, as aforeſa
of the ſaid premiſſes, or with other meſſuages or tenements, by or b
tween the parties to theſe preſents, or any of them, ſhall be and co
and ſhall be conſtrued, adjudged, deemed and taken to be and enure,
the only proper uſe and behoof of him the ſaid *W. P.* his executo
adminiſtrators and aſſigns, for and during the reſt and reſidue of th
ſaid term of 1000 years now to come and unexpired. *In witneſs*, &c.

Mortgage in Fee of an Advowſon.

THIS *Indenture of three parts*, made, &c. *Between W. F.* of, *&c.* and *T. S.* of, *&c.* eſqrs; of the firſt part, *R. F.* of, *&c.* eſq; of the ſecond part, and *J. T.* rector of *B.* in the county palatine of *Durham*, clerk, of the third part, *Witneſſeth*, that the ſaid *W. F.* and *T. S.* for and conſideration of the ſum of 860*l.* of good and lawful money of *Great Britain*, to them or one of them in hand paid by the ſaid *R. F.* by the direction and appointment of the ſaid *J. T.* (teſtified by his being a party to theſe preſents, and ſigning and ſealing the ſame,) at and before the ſealing and delivery of theſe preſents, the receipt whereof they the ſaid *W. F.* and *T. S.* do hereby reſpectively acknowledge, *Have* granted, bargained and ſold, and by theſe preſents *Do* grant, bargain and ſell unto the ſaid *R. F.* his heirs and aſſigns, *all that the advowſon*, donation, preſentation, patronage, right of patronage, and free diſpoſition of the pariſh church of *B.* in the ſaid county palatine of *Durham*, with all profits and appurtenances whatſoever to the ſame in any manner belonging or appertaining; *To have and to hold* the ſaid advowſon, donation, preſentation, patronage, right of patronage and free diſpoſition of the ſaid church, and all and ſingular the premiſſes aforeſaid by theſe preſents granted, or mentioned to be granted, with their and every of their appurtenances, unto the ſaid *R. F.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *R. F.* his heirs and aſſigns for ever; *Provided always*, and the ſaid *R. F.* for himſelf, his heirs and aſſigns, doth hereby covenant, grant, declare and agree to and with the ſaid *J. T.* his heirs and aſſigns, that if the ſaid *J. T.* his heirs or aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *R. F.* his heirs, executors, adminiſtrators and aſſigns, the ſum of 911*l.* 12*s.* of good and lawful money of *Great Britain*, without any manner of deduction, defalcation or abatement, for or in reſpect of any taxes, charges, aſſeſſments or payments, ordinary or extraordinary, or otherwiſe howſoever, in manner and form following, *viz.* the ſum of 25*l.* 16*s.* part thereof, upon the 19th day of *Auguſt* next enſuing the date of theſe preſents, and the ſum of 885*l.* 16*s.* reſidue thereof, on the 19th day of *February*, which ſhall be in the year of our Lord 17—, that then the ſaid *R. F.* his heirs and aſſigns, ſhall and will grant and convey unto the ſaid *J. T.* his heirs and aſſigns, *All* that the ſaid advowſon, donation, preſentation, patronage and right of patronage, and free diſpoſition of the ſaid pariſh church of *B.* in the ſaid county palatine of *Durham*, with all profits and appurtenances whatſoever to the ſame in any manner belonging or appertaining herein before mentioned. *And* the ſaid *T. S.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and grant, to and with the ſaid *R. F.* his heirs and aſſigns, that *they* the ſaid *T. S.* and *W. F.* now have, or one of them now hath, good right, full power, lawful and abſolute authority, to grant, bargain and ſell; the ſaid advowſon and premiſſes herein granted, or mentioned to be granted as aforeſaid, with the appurtenances, unto the ſaid *R. F.* his heirs and aſſigns, in manner and form aforeſaid; *And* that from and after default, if any ſhall be made in the payment of the ſaid ſum herein before covenanted

Conſideration.

Covenant of grant.

Habendum.

Proviſo.

Power to grant.

Quiet enjoyment.

covenanted to be paid, or any part thereof, at the days and times aforeſaid, that then, and in that caſe, the ſaid *R. F.* his heirs and aſſigns, ſhall and may at all times thereafter, freely, quietly and peaceably have, hold and enjoy the ſaid advowſon and premiſſes hereby granted or mentioned to be granted, with their and every of their appurtenances, without any manner of let, ſuit, trouble, hindrance, moleſtation or interruption whatſoever, of the ſaid *T. S.* and *W. F.* or either of them, or any perſon or perſons whatſoever, lawfully claiming or to claim, by, from or under them, or either of them: *And* freely and clearly acquitted, exonerated and diſcharged, of and from all titles, charges, troubles and incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *T. S.* and *W. F.* or either of them, or any perſon or perſons claiming, or to claim, by, from or under them, or either of them; *And* the ſaid *T. S.* and his heirs, ſhall and will from thenceforth for ever warrant and defend the ſaid advowſon and premiſſes herein before mentioned to be granted, bargained or ſold, with their and every of their appurtenances, unto the ſaid *R. F.* his heirs and aſſigns, againſt the ſaid *T. S.* and his heirs, and all perſons claiming or to claim by, from or under him, them, or any of them. *In Witneſs* whereof the ſaid parties to theſe preſents have hereunto ſet their hands and ſeals, the day and year firſt above written.

Free from incumbrances.

Warranty.

Covenants and Proviſoes neceſſary to be inſerted in a Deed of Mortgage, per R. Webb.

Conſideration.

NOW *this Indenture witneſſeth*, that for and in conſideration of the ſum of 1000*l.* of lawful money of *Great Britain*, to the ſaid *W. K.* in hand well and truly paid by the ſaid *E. G.* at or immediately before the ſealing and delivery of theſe preſents, at the requeſt and by the order, direction and appointment of the ſaid *I. A.* and for his proper debt, teſtified by his being a party to, and his ſealing and delivery of theſe preſents, in full of all principal and intereſt, due and owing to the ſaid *W. K.* upon the ſaid recited ſecurity, and alſo of the further ſum of 300*l.* of like lawful money to the ſaid *I. A* in hand likewiſe paid by the ſaid *E. G* at and immediately before the ſealing and delivery of theſe preſents (which ſaid ſeveral ſums of 1000*l.* paid to the ſaid *W. K* and 300*l.* paid to the ſaid *I. A.* by the ſaid *E. G.* as aforeſaid, do make together the full ſum of 1300*l.*) and alſo in conſideration of the further ſum of 1000*l.* of like lawful money to the ſaid *J. A.* in hand likewiſe paid by the ſaid *R. R. R. L.* and *I. R.* at and before the ſealing and delivery of theſe preſents, at the requeſt and by the direction and appointment, of the ſaid *C. F.* teſtified by his being a party to, and his ſealing and delivery of theſe preſents, (the receipt and payment of which ſaid ſeveral ſums of money, they the ſaid *I. A.* and *W. K.* do hereby reſpectively acknowledge, and thereof and every part and parcel thereof, do reſpectively acquit, releaſe and diſcharge the ſaid *E. G. R. N. R. L.* and *I. R.* reſpectively, and their reſpective heirs, executors, adminiſtrators and aſſigns for ever, by theſe preſents), and for the ſecuring to the ſaid *E. G.* his executors, adminiſtrators,

adminiſtrators and aſſigns, the payment of the ſaid ſum of 1300 *l.* with the intereſt for the forbearance thereof, after the rate of 5 *l. per cent. per ann.* as herein after is mentioned, and to the ſaid *R. N. R. L.* and *I. R.* their executors, adminiſtrators and aſſigns, the repayment of the ſaid ſum of 1000 *l.* with intereſt for the forbearance thereof, after the rate of 5 *l. per cent. per ann.* as herein after in theſe preſents is likewiſe mentioned, and alſo for and in conſideration of the ſum of 5 *s.* of like lawful money paid to the ſaid *I. A.* by the ſaid *E. G. R. N. R. L.* and *I. R.* at and before the ſealing and delivery of theſe preſents, the receipt whereof ſhe doth hereby acknowledge, *He* the ſaid *W. R.* at the requeſt, and by the direction and appointment of the ſaid *I. A.* and *W. K.* teſtified by their being parties to, and their ſealing and delivery of theſe preſents; *And* alſo the ſaid *I. A.* and *W. K. Have*, and each and every of them *Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe preſents *Do*, and each and every of them *Doth* grant, bargain, ſell, releaſe and confirm to the ſaid *E. G. R. N. R. L.* and *I. R.* in their actual poſſeſſion now being, (by virtue of a bargain and ſale, for one whole year, to them thereof made by the ſaid *W. R.* *I. A.* and *W. K.* in conſideration of 5 *s.* by indenture bearing date the day next before the day of the date of theſe preſents, to commence from the day next before the day of the date hereof, and executed before the ſealing and delivery of theſe preſents, and by the force of the ſtatute for transferring uſes into poſſeſſion), and to their heirs and aſſigns for ever. *All that* the manor of *L. (here name the premiſſes as uſual,* &c.) *To have and to hold* the manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, and intended to be hereby granted and releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *E. G. R. N. R. L.* and *I. R.* their heirs and aſſigns, to the only proper uſe and behoof of them the ſaid *E. G. R. N. &c.* their heirs and aſſigns for ever, *Subject nevertheleſs* to the proviſo and agreement for redemption thereof, as herein after for that purpoſe is mentioned; *And* the ſaid *I. A.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *E. G. &c.* their heirs and aſſigns, by theſe preſents, in manner and form following, that is to ſay, that the ſaid *W. R. I. A.* and *W. K.* ſome or one of them, at the time of the ſealing and delivery of theſe preſents, are, and ſtand, or is and ſtandeth rightfully, lawfully, ſolely and abſolutely ſeiſed of the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby granted and releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, of a good, ſure, perfect, lawful, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, uſe, truſt, power of revocation or limitation of uſe or uſes, or other reſtraint, matter or thing whatſoever, to alter, change, charge, incumber or evict the ſame; *And alſo*, that they the ſaid *W. R. I. A.* and *W. K.* ſome or one of them, at the time of the ſealing and delivery of theſe preſents, have or hath in them, ſome or one of them, good right, full power, true title, and lawful and abſolute authority, to grant, bargain, ſell, releaſe and confirm the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments, and all other the premiſſes herein before mentioned, or intended

Covenant of grant.

Recital of bargain and ſale for a year.

Parcels.

Habendum in fee.

Subject to a proviſo for redemption: that grantors are lawfully ſeiſed in fee-ſimple;

and have power to grant.

to be hereby granted and releaſed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *E. G. &c.* to the only proper uſe and behoof of them the ſaid *E. G. &c.* their heirs and aſſigns for ever, in manner and form aforeſaid, according to the true intent and meaning of theſe preſents: *And* the ſaid *W. R.* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *E. G. &c.* their heirs and aſſigns, by theſe preſents, that he the ſaid *W. R.* hath not at any time heretofore made, done or committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or wherewith the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned and intended to be hereby granted and releaſed, or any part or parcel thereof, is, are, or ſhall or may be any way impeached, charged or incumbered in title, charge, eſtate or otherwiſe howſoever: *And* the ſaid *I. A.* for herſelf, her heirs, executors, and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *E. G. &c.* their heirs and aſſigns, by theſe preſents, that ſhe the ſaid *I. A.* hath not at any time heretofore made, *&c.* (verbatim *the ſame as the laſt covenant*): *And this Indenture further witneſſeth*, that for the conſiderations aforeſaid, and in conſideration of the ſum of 5 *s.* a piece, of lawful money of, *&c.* to the ſaid *T. H. I. A.* and *W. K.* in hand well and truly paid by the ſaid *C. F.* at and before the ſealing and delivery of theſe preſents, (the receipt whereof they the ſaid *T. H. I. A.* and *W. K* do hereby reſpectively acknowledge, and thereof, and of every part and parcel thereof, do reſpectively acquit, releaſe and diſcharge, the ſaid *C. F.* his executors, adminiſtrators and aſſigns, by theſe preſents,) and for the further ſecuring the payment of the ſaid ſeveral ſums of 1300 *l.* and 1000 *l.* with intereſt, as aforeſaid, *He* the ſaid *T. H.* at the requeſt, and by the order, direction and appointment, of the ſaid *I. A.* and *W. K.* teſtified as aforeſaid, *Hath* granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents *Doth*, at the nomination and appointment of them the ſaid *E. G. R. N. &c.* teſtified by their being parties to, and their ſealing and delivery of theſe preſents, grant, bargain, ſell, aſſign and ſet over, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns, *All* that the ſaid manor of *L.* with all the rights, members and appurtenances thereof, and all and ſingular other the ſaid lands, tenements, hereditaments and premiſſes, in and by the ſaid firſt recited indenture of demiſe and aſſignment, thereby reſpectively granted and aſſigned, or mentioned to be granted and aſſigned, and every part and parcel thereof, with their and every of their appurtenances; and alſo all the eſtate, right, title, intereſt, term and number of years yet to come and unexpired, benefit, property, profit, claim and demand whatſoever, both in law and equity, of him the ſaid *T. H.* of, in, or unto the ſame, and every part and parcel thereof, by force and virtue of the ſaid firſt recited indenture of demiſe, and the ſaid ſeveral aſſignments thereof, or otherwiſe howſoever, together with the ſaid recited indenture of demiſe and aſſignment thereof, and every of them: *To have and to hold* the ſaid manor, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted, bargained, ſold, aſſigned and ſet over, with their and every of their appurtenances, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and

That *W. R.* hath done no act to incumber;

that *I. A.* hath done no act to incumber.

Further conſideration.

Covenant of grant to a truſtee.

Parcels.

Habendum for the remainder of the term aſſigned.

and remainder of the ſaid term of 1000 years, by the ſaid firſt recited indenture of demiſe granted as aforeſaid, yet to come and unexpired; *In Truſt* nevertheleſs for the ſaid *E. G. &c.* their heirs and aſſigns, and ſubject to the proviſo and agreement herein after mentioned and contained: *And* the ſaid *T. H.* for himſelf, his executors and adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *C. F.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *T. H.* hath not, *&c.* viz. *(that he hath not incumbered the premiſſes.)* *And this Indenture further witneſſeth*, that for the conſideration aforeſaid, *He* the ſaid *W. R.* at the requeſt and by the order, direction and appointment of the ſaid *I. A.* and *W. K.* teſtified as aforeſaid, and alſo the ſaid *I. A.* and *W. K. Have*, and each and every of them *Hath* granted, ratified and confirmed, and by theſe preſents *Do*, and each and every of them *Doth* grant, ratify and confirm, at the nomination and appointment of the ſaid *E. G. &c.* teſtified as aforeſaid, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns, *All* the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby aſſigned, and every part and parcel thereof, with their and every of their appurtenances, together with the ſaid recited original indenture of demiſe, for one thouſand years, and the ſaid ſeveral recited aſſignments thereof, and the aſſignment hereby made, and all and every of them; *To have and to hold* the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned, and intended to be hereby aſſigned, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt, reſidue and remainder of the ſaid term of one thouſand years, in and by the ſaid firſt recited indenture of demiſe granted as aforeſaid, yet to come and unexpired; *In Truſt* nevertheleſs for the ſaid *E. G. &c.* their heirs and aſſigns, ſubject to the proviſo and agreement herein after mentioned and contained; *And* the ſaid *T. H.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *C. F.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, (that is to ſay,) that the ſaid recited original indenture of demiſe for one thouſand years, dated the 28th day of *March*, 1664, now at the time of the ſealing and delivery of theſe preſents, is a good and ſufficient leaſe, valid and effectual in the law, and is and ſtandeth in full force and effect, and is not any ways forfeited, ſurrendered, made void or become voidable, or any ways charged, impeached or incumbered; *And alſo*, that he the ſaid *T. H.* now hath in himſelf good right, full power and lawful and abſolute authority, to grant, bargain, ſell, aſſign and ſet over the aforeſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes, with their and every of their rights, members and appurtenances, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns, for the reſidue of the ſaid term of one thouſand years, in truſt as aforeſaid: *And this Indenture further witneſſeth*, that for the conſideration aforeſaid, and alſo for and in conſideration of the ſum of 5 *s.* of lawful, *&c.* to the ſaid *T. H.* in hand well and truly paid by the ſaid *C. F.* at or before the ſealing and delivery of theſe preſents, (the receipt whereof he the ſaid *T. H.* doth hereby

In truſt for mortgagee, ſubject to the proviſo, *&c.*

Done no act to incumber.

Further conſideration.

Habendum for the remainder of the term aſſigned.

In truſt for *E. G. &c.*

That the original indenture of demiſe is good and valid;

and alſo that *T. H.* hath full power to aſſign.

Further conſideration of 5 *s.* to *T. H.* by *C. F. &c.* for better ſecuring, *&c.*

hereby acknowledge, &c.) and for the further and better ſecuring the payment of the ſaid ſeveral ſums of 1300*l.* and 1000*l.* with intereſt for the ſame reſpectively as aforeſaid, *He* the ſaid *T. H.* at the requeſt, and by the order and appointment, of the ſaid *I. A. W. K.* and *W. R.* (teſtified as aforeſaid) and alſo at the nomination and appointment of the ſaid *E. G.* &c. (teſtified as aforeſaid) *Hath* aſſigned, transferred and ſet over, and by theſe preſents *Doth* aſſign, transfer and ſet over, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns, the ſaid recited recognizances or ſtatute-ſtaple, and the ſaid ſeveral recited judgments, and every of them, and all and every proceſs and proceedings, extents and executions thereupon had, ſued out and executed, and the ſeveral ſums of money therein reſpectively mentioned and contained, and all the benefit and advantage thereof reſpectively, and all his eſtate, right, title, intereſt, truſt, claim and demand whatſoever, both in law and equity, of, in and to the ſame reſpectively; *To have, hold* and enjoy the ſame, and all the benefit and advantage thereof reſpectively, unto the ſaid *C. F.* his executors, adminiſtrators and aſſigns; *In Truſt* for the ſaid *E. G.* &c. their heirs and aſſigns, ſubject alſo to the proviſo and agreement herein after mentioned and contained. *And* the ſaid *T. H.* doth hereby at the like requeſt, and by the like direction and appointment of the ſaid *E. G.* &c. teſtified as aforeſaid, as much as in them lies, make and ordain the ſaid *C. F.* his true and lawful attorney irrevocable, and doth give unto him full power and authority, in his name, place and ſtead, but in truſt for the benefit of the ſaid *E. G.* &c. their heirs and aſſigns, ſubject to the proviſo and agreement herein after mentioned as aforeſaid, to aſk, demand and receive the ſaid ſeveral ſums of money in the ſaid recognizance or ſtatute-ſtaple, and judgment, and every of them, mentioned and contained, and all coſts and other money due, and to grow due and payable by or upon the ſaid recognizance or ſtatute-ſtaple, and the ſaid two ſeveral judgments, every or any of them, and all benefit and advantage thereof reſpectively, and to ſue for and recover the ſame, every or any of them, and alſo to releaſe, acquit and diſcharge the ſame, every or any of them, and to do or cauſe to be done, all and every act and thing for the recovering and obtaining all and every ſum and ſums of money, due or to grow due upon the ſame reſpectively, and alſo to detain and keep (in truſt as aforeſaid) all ſuch money ſo to be received, without any account to be given to him the ſaid *T. H.* his executors or adminiſtrators, concerning the ſame; *And* the ſaid *T. H.* doth for himſelf, his executors and adminiſtrators, covenant and grant to and with the ſaid *C. F.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *T. H.* will not at any time hereafter, without the conſent of the ſaid *E. G.* &c. or the ſurvivors or ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, revoke any authority hereby given to the ſaid *C. F.* his executors and aſſigns; *And* that he the ſaid *T. H.* his executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the proper coſts and charges in the law, of the ſaid *E. G.* &c. their executors, adminiſtrators and aſſigns, make, ſeal and deliver, perform and do all and every ſuch further and other act and acts, thing and things, for the better enabling or authorizing the ſaid *C. F.* his executors, adminiſtrators or aſſigns, to obtain, get in or receive (in truſt as aforeſaid) all the money due and

Aſſignment of recognizance and judgments, &c.

Habendum to truſtee in truſt for *E. G.* &c. Mortgagees. Letter of attorney.

Covenant not to revoke.

Covenant to do any further act for recovering, &c.

to

to grow due upon the ſaid recognizance or ſtatute-ſtaple, and the ſaid two ſeveral judgments, or any of them, and all the benefit thereof reſpectively, and with covenants not to revoke the ſame, as by the ſaid *E. G. &c.* their executors, adminiſtrators or aſſigns, ſhall be reaſonably deviſed or required; *And alſo* that he the ſaid *T. H.* his executors or adminiſtrators, ſhall not, not will, unleſs it be at the requeſt of the ſaid *E. G. &c.* or the ſurvivors or ſurvivor of them, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor, releaſe or diſcharge the ſaid *I. A.* his executors, adminiſtrators or aſſigns, or any of them, or the ſaid recognizance and ſeveral judgments, or any of them, or the ſeveral ſums of money in them or any of them mentioned and contained, or any part thereof, or any intereſt, coſts or other money due or to grow due for the ſame, or any benefit or advantage thereof reſpectively, or diſavow or become nonſuit in any proceſs or proceedings, extent or execution brought, ſued forth or executed, or to be brought, ſued forth or executed thereupon reſpectively; *And alſo*, that he the ſaid *T. H.* hath not at any time heretofore vacated, aſſigned, releaſed, diſcharged or incumbered, and ſhall not or will nor hereafter vacate, aſſign, releaſe, diſcharge or incumber the ſaid recognizance or ſtatute-ſtaple, or the ſaid two ſeveral judgments, or any of them, or any former or future extent, proceſs or execution thereupon reſpectively or any part thereof or the ſaid *I. A.* his heirs, executors or adminiſtrators, or his, their or any of their lands, tenements, goods or chattels, real or perſonal eſtate whatſoever, without the conſent of the ſaid *E. G. &c.* and the ſurvivors or ſurvivor of them, or their heirs, executors, adminiſtrators or aſſigns of ſuch ſurvivor: *And* that he the ſaid *T. H.* his executors and adminiſtrators, ſhall and will at all and at any time or times hereafter, at the reaſonable requeſt, and at the coſts and charges in the law of the ſaid *E. G. &c.* or the ſurvivors or ſurvivor of them, or of his or their aſſigns, or of the executors, adminiſtrators or aſſigns of ſuch ſurvivor, and not otherwiſe, acknowledge ſatisfaction upon record of the ſaid recognizance or ſtatute-ſtaple, and the ſaid two ſeveral judgments, and of all money due and owing, or to grow due or owing, for or by reaſon of the ſame or any of them, and aſſign or ſurrender all former and future extents and executions upon them, or any of them; *And* that he the ſaid *T. H.* his executors or adminiſtrators, at no time or times hereafter, ſhall or will do any act or thing whatſoever, whereby the ſaid recognizance or ſtatute, and the ſaid two ſeveral judgments, or any of them, or any former or future proceedings, extents or executions at law or in equity thereupon reſpectively had, ſued forth and executed, or to be had, ſued forth or executed, or the money due or to grow due thereupon reſpectively, or any part thereof, or the ſaid *L. A.* his heirs, executors or adminiſtrators, or his or their lands, tenements, goods, chattels, real or perſonal eſtate whatſoever, is, are, can, ſhall or may be acquitted or diſcharged of or from the ſame, or any part thereof, without the conſent of the ſaid *E. G. &c.* or the ſurvivors or ſurvivor of them, his or their aſſign or aſſigns, or the executors, adminiſtrators or aſſigns of ſuch ſurvivor: *Provided always nevertheleſs*, and it is hereby declared and agreed by and between all and every the ſaid parties to theſe preſents, that if the ſaid *I. A.* his heirs, executors, adminiſtrators or aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto, *&c. (here ſet down the days of payment, &c.)* at or in the common dining hall of the *Middle Temple, London*, and

and ſhall not nor will diſcharge, *&c.* or the debt.

Hath not before vacated, aſſigned, *&c.*

but will acknowledge ſatisfaction at requeſt of, *&c.*

Proviſo on payment, *&c.* that *E. G.* and *C. F.* will re convey, free from incumbrances.

and that without any deduction, defalcation or abatement, of or for any taxes, duties, contributions or aſſeſſments, parliamentary or otherwiſe, laid, aſſeſſed or impoſed. or to be laid, aſſeſſed or impoſed upon the ſaid ſums of, &c. or either of them, or any part thereof, or upon the intereſt of them or either of them reſpectively, or any part thereof, or upon the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes hereby granted, releaſed and aſſigned, or mentioned or intended to be ſo, or any of them, or upon any the owners, tenants or occupiers of any of the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes, or upon the ſaid *E. G.* &c. or any of them, for or by reaſon of the ſame; that then they the ſaid *E. G.* and their heirs, and all and every other perſon and perſons, claiming or to claim, by, from, or under them or every or any of them, and alſo the ſaid *C. F.* his executors, adminiſtrators and aſſigns, and all and every other perſon and perſons, claiming or to claim, by, from or under him, them or any of them, ſhall and will at the requeſt, coſts and charges in the law, of the ſaid *I. A.* his heirs, executors, adminiſtrators or aſſigns, re-convey and re-aſſign all and every of their reſpective eſtates, right, title, intereſt, claim and demand whatſoever, into and out of all the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes, and the ſaid ſeveral recited ſecurities to them reſpectively conveyed and aſſigned as aforeſaid, unto the ſaid *I A.* his heirs, executors, adminiſtrators and aſſigns, or ſuch other perſon or perſons as he or they ſhall direct, nominate and appoint, free and clear, and freely and clearly acquitted and diſcharged, of and from all incumbrances, &c. to be had, made, committed, done, or wittingly or willingly ſuffered, by them the ſaid *E. G.* &c their or any of their heirs, executors, adminiſtrators or aſſigns, or the ſaid *C. F.* his executors, adminiſtrators or aſſigns, and that by ſuch conveyances and aſſurances in the law as by the ſaid *I. A.* his heirs, executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required, [*and then add a covenant to pay the money.*] *And alſo*, that if default ſhall happen to be made of or in payment of the ſaid ſeveral ſums of, &c. or either of them, or any part of them, or either of them, contrary to the true intent and meaning of the ſaid proviſo and agreement herein before for that purpoſe contained, and of theſe preſents, that then, and at all times then after, it ſhall and may be lawful to and for the ſaid *E. G.* &c. their heirs and aſſigns, and the ſaid *C. F.* his executors, adminiſtrators and aſſigns, in truſt as aforeſaid, peaceably and quietly to enter into, have, hold, uſe, occupy, poſſeſs and enjoy the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments, recognizances or ſtatute-ſtaple, judgment, extents, executions and premiſſes, with their and every of their appurtenances, without the let, ſuit, trouble, denial, moleſtation or interruption of the ſaid *I. A.* or his heirs, executors, adminiſtrators or aſſigns, or any other perſon or perſons whatſoever; *And further*, that the ſaid manor, advowſon, meſſuages, lands, tenements, hereditaments and premiſſes, hereby granted, releaſed and aſſigned, or mentioned or intended ſo to be, and every part and parcel thereof, now are and be, and ſo from time to time, and at all times for ever, from and after default ſhall happen to be made, of or in payment of the ſaid ſeveral ſums of, &c. or either of them, or any part of them or either of them, contrary to the true intent and

Covenant to pay.

In default of payment *E. G.* and *C. F.* to enjoy, &c.

And that the mortgaged premiſſes ſhall be and remain to them free from incumbrances.

and meaning of the ſaid proviſo or agreement herein before for that purpoſe contained, and of theſe preſents, ſhall remain, continue and be unto the ſaid *E. G. &c.* their heirs and aſſigns, and alſo to the ſaid *C. F.* his executors, adminiſtrators and aſſigns, (in truſt as aforeſaid) freed and diſcharged of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, mortgages, jointures, dowers, annuities, uſes, wills, legacies, intails, fees, fines, feoffments, iſſues, amerciaments, ſtatutes, recognizances, judgments, executions, tithes, troubles, charges, burdens and incumbrances whatſoever (other than and except the ſaid ſeveral recited ſecurities hereby conveyed and aſſigned, or mentioned and intended ſo to be as aforeſaid;) *And further alſo*, that if default ſhall happen to be made of or in payment of the ſaid ſeveral ſums of, *&c.* or either of them, or any part of them or either of them, contrary to the true intent and meaning of theſe preſents, that then and at all times then after, he the ſaid *I. A.* his heirs and aſſigns, and all and every other perſon and perſons, having or lawfully claiming, or which ſhall or may have or lawfully claim, any eſtate, right, title or intereſt, into or out of the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments, and premiſſes, or any of them, or any part thereof, ſhall and will at the requeſt of the ſaid *E. G. &c.* or the ſurvivors or ſurvivor of them, or of the heirs, executors, adminiſtrators or aſſigns, of them, or of any of them, but at the coſts and charges of the ſaid *I. A.* his heirs, executors, adminiſtrators and aſſigns, make, do, acknowledge, levy, execute, ſuffer and perfect, or cauſe and procure, *&c.* all and every ſuch further and other lawful and reaſonable act and acts, thing and things, deeds, deviſes, aſſurances and conveyances in the law whatſoever, for the further, better, more perfect and abſolute granting, conveying and aſſuring the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *E. G. &c.* or the ſurvivors or ſurvivor of them, his or their heirs or aſſigns, as by the ſaid *E. G. &c.* or the ſurvivors or ſurvivor of them, his or their heirs or aſſigns, or any of them, or their or any of their counſel learned in the laws of this realm, ſhall be reaſonably deviſed or adviſed and required; *And further*, it is hereby declared, that until default ſhall happen to be made in payment, *&c. A.* to receive the profits, *&c. (as uſual in all mortgages:) Provided always*, and it is hereby covenanted, concluded, declared and agreed, by and between all and every the ſaid parties to theſe preſents, and the true intent and meaning of them, and of theſe preſents, is, that as well all and ſingular the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes, herein before-mentioned and intended to be hereby granted and releated, unto and to the uſe of the ſaid *E. G. &c.* their heirs and aſſigns, and every part and parcel thereof, with their and every of their appurtenances, as alſo all and ſingular the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes, and the ſaid recited recognizance, ſtatute ſtaple, and the ſaid two ſeveral recited judgments herein before aſſigned, transferred and ſet over, or mentioned or intended ſo to be unto the ſaid *C. F.* his executors, adminiſtrators or aſſigns as aforeſaid, ſhall ſtand and be as well a ſecurity for the repayment of the ſaid ſum of, *&c.* and intereſt of the ſame, to the ſaid

For firſt aſſurance on default in payment.

Until default mortgagor to enjoy.

Provided that the mortgaged premiſſes ſhall ſtand and be a ſecurity for the ſum of —— to *E. G.* as of the ſum of —— to *R. N.* without preference or precedency.

ſaid *E. G.* his executors, adminiſtrators and aſſigns, as alſo for the ſaid ſum of, *&c.* and intereſt thereof to the ſaid *R. N &c.* their executors, adminiſtrators and aſſigns, without any manner of preference or precedency; and that they the ſaid *E. G. &c.* and *C. F.* reſpectively, and their heirs, executors, adminiſtrators and aſſigns, ſhall not nor will, at any time or times hereafter, releaſe, aſſign, transfer or otherwiſe convey the ſaid manor, advowſon, meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before granted, releaſed and aſſigned, or vacate, diſcharge or any ways incumber the ſame, or any of them, without the free and natural conſent, good-liking, approbation and direction of the ſaid *E. G. &c.* reſpectively, their reſpective executors, adminiſtrators or aſſigns, under their ſeveral and reſpective hands and ſeals in writing firſt had and obtained.

R. Webb.

Beſides theſe covenants, in matters of large concern, and where the mortgaged premiſſes are in tenants' hands, a covenant may be added to aſcertain the yearly value thereof, and another to appoint a receiver to collect the rents, and pay off the intereſt and all coſts, &c. *and the overplus to the mortgagor.*

A good Mortgage of a Manor, &c. *by Way of Leaſe for* 500 *Years.*

THIS *Indenture,* &c. *Between T. P.* of *I.* in the county of *S.* gent. ſon and heir of *T. P.* late of *N.* in the ſame county, doctor of phyſic, deceaſed, of the one part, and *T. B.* of the city of *L.* merchant, of the other part, *Witneſſeth,* that the ſaid *T. P.* party to theſe preſents, for and in conſideration of the ſum of 800 *l.* of, *&c.* to him in hand paid by the ſaid *T. B.* at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid *T. P.* party to theſe preſents doth hereby acknowledge, and himſelf therewith fully ſatisfied, and thereof, and of every part thereof, doth clearly acquit, exonerate and for ever diſcharge the ſaid *T. B.* his executors and adminiſtrators, by theſe preſents, *Hath* bargained, ſold, demiſed, granted, and to farm letten, and by theſe preſents *Doth,* &c. unto the ſaid *T. B.* his executors, adminiſtrators and aſſigns, *All that* the manor of *H.* in the county of *S.* with the rights, members and appurtenances thereof, and all meſſuages, houſes, waters, mills, lands, tenements, meadows, paſtures, feedings, woods, underwoods, commons, heaths, furze, moors, marſhes, waſtes, profits and perquiſites of courts, rent of copyholders and freeholders, chief-rents, quit-rents, rents of aſſize, fines, heriots, amerciaments, ſervices, reverſions, royalties, privileges, franchiſes, juriſdictions, profits, commodities, hereditaments and appurtenances whatſoever, to the ſaid manor belonging or appertaining, or accepted, reputed or taken as part, parcel or member thereof; and alſo all that tenement, with the cloſe or parcel of paſture wherein the ſaid tenement ſtandeth, containing by eſtimation, &c be the ſame more or leſs, ſituate, lying and being in the pariſh of *H.* in the county of *S.* now or late in the ſeveral tenures or occupations of, &c. or of their aſſigns; and

Conſideration, 800 *l.*

Covenant of demiſe.

Parcels, *viz.* the manor of, &c.

General words to the manor;

and alſo all, &c.

and alſo all that piece, &c. and all woods, underwoods, timber and trees, ſtanding, growing or being in, upon or about the ſeveral cloſes, pieces or parcels of ground above-mentioned, and every or any part thereof; and all ways, waters, commons and common of paſture, profits, commodities, hereditaments and appurtenances whatſoever to the ſaid tenements, and ſeveral cloſes or parcels of land or ground, and every or any of them belonging or appertaining, or with them or any of them uſed, occupied or enjoyed; and all other the meſſuages, lands, tenements and hereditaments, which were conveyed and aſſured, by and from *G. S.* of, &c. and *J. W.* of, &c. to the ſaid *T. P.* deceaſed, in and by a certain indenture of bargain and ſale, under their hands and ſeals, bearing date, &c. and inrolled in the high court of *Chancery*; and the reverſions, rents, iſſues and profits, of all and ſingular the manor, tenements, lands and premiſſes above-mentioned, and every part thereof; *To have and to hold* all and ſingular the ſaid manor, tenement, and ſeveral cloſes and parcels of land, and all other the premiſſes, above, and by theſe preſents demiſed, granted, bargained and ſold, with their and every of their appurtenances, and the rents and reverſions thereof, unto the ſaid *T. B.* his executors, adminiſtrators and aſſigns, from the ſealing and delivery of theſe preſents, *Unto* the end and term of five hundred years from thence next enſuing, and fully to be compleat and ended, without impeachment of or for any manner of waſte, ſpoil or ſpoil; *Yielding and paying* therefore yearly and every year, during the ſaid term, unto the ſaid *T. P.* party hereunto, his heirs and aſſigns, the yearly rent of one pepper-corn, on the feaſt day of *All-Saints* in every year (if it be demanded) and no more. *Provided always*, and theſe preſents are upon this condition nevertheleſs, that if the ſaid *T. P.* party hereunto, his heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall yearly and every year from henceforth for and during the term of five years now next enſuing, well and truly pay or cauſe to be paid unto the ſaid *T. B.* his executors, adminiſtrators or aſſigns, in the, &c. in *London*, the yearly ſum or annual payment of 48 *l.* of, &c. on the 26th day of *J.* and 26th day of *J.* in every year, by equal portions; the firſt payment thereof to begin and be made on the 26th day of *J.* now next enſuing; and alſo if the ſaid *T. P.* party hereunto, his heirs, executors, adminiſtrators or aſſigns, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *T. B.* his executors, adminiſtrators or aſſigns, at the place of payment aforeſaid, the ſum of 800 *l.* of like good and lawful money of *Great Britain*, on the laſt day of *J.* which ſhall be in the year, &c. and in caſe the ſaid *T. P.* party hereunto, ſhall be minded to repay the ſaid 800 *l.* before the end of the ſaid five years, and do and ſhall give or leave notice or warning thereof in writing, at the now dwelling-houſe of the ſaid *T. B.* in, &c. on the 20th day of *J.* or 20th day of *J.* within the two years of the five years aforeſaid, and do and ſhall truly pay to the ſaid *T. B.* his executors or aſſigns, at the place of payment aforeſaid, the ſum of 800 *l.* of, &c. at the next half-year's day of payment then enſuing, together with all ſuch part, and ſo much of the ſaid yearly ſum of 48 *l.* as ſhall be then due and payable, and do make no default of payment of or in any one payment of the ſums of money aforeſaid; that then and from thenceforth this preſent grant, bargain, ſale and demiſe of all and ſingular the ſame premiſſes ſhall ceaſe, determine, and be utterly void and of none effect,

and the reverſion, &c.

Habendum for 500 years.

Reddendum a pepper-corn.

Proviſo for redemption, *viz.* 48 *l.* yearly for five years, being the intereſt;

and 800 *l.* on the, &c.

The mortgagor may pay the 800 *l.* on notice, &c. within two of the five years.

effect, to all intents and purpoſes, as if the ſame had never been made; this indenture, or any thing herein contained to the contrary thereof in any wiſe notwithſtanding: *And* the ſaid *T. P.* party hereunto, for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe, grant and agree to and with the ſaid *T. B.* his executors, adminiſtrators and aſſigns, and to and with every of them by theſe preſents, in form following, that is to ſay, *That* he the ſaid *T. P.* party hereunto, at the ſealing and delivery of theſe preſents, is the very true, lawful and rightful owner of the ſaid manor, tenement, lands, and all other the premiſſes above herein and hereby demiſed, granted, bargained and ſold, or meant, mentioned or intended to be hereby demiſed, granted, bargained and ſold, with their appurtenances, and of every part and parcel thereof; and now is and ſtandeth lawfully ſeiſed in his demeſne, as of fee, of and in all and ſingular the ſaid manor, tenement, lands and premiſſes, with their appurtenances, and of every part thereof, of a good, ſure, lawful, perfect, rightful, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any reverſion, remainder, limitation of uſe or uſes, power of revocation, or other matter or thing whatſoever, of or in any perſon or perſons, to alter, change or determine the ſame; *And* that he the ſaid *T. P.* party to theſe preſents, now hath in himſelf full power, good and perfect right, and lawful authority to demiſe, grant, bargain and ſell all and ſingular the ſaid manor, tenement, lands, hereditaments and premiſſes above mentioned, with their appurtenances, and every part thereof, unto the ſaid *T. B.* his executors, adminiſtrators and aſſigns, for and during the ſaid term of five hundred years, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents; *And alſo* that the ſaid *T. B.* his executors, adminiſtrators and aſſigns, ſhall and may from time to time and at all times, from and after default of payment made of the ſeveral ſums of money aforeſaid, or of any of them, or any part thereof, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid manor, tenement, lands, hereditaments and premiſſes, above, in and by theſe preſents demiſed, granted, bargained and ſold, with their and every of their appurtenances, and every part and parcel thereof, for and during the ſaid term of five hundred years, without any let, trouble, interruption, incumbrance or diſturbance of or by the ſaid *T. P.* party hereto, his heirs, executors, adminiſtrators or aſſigns, or any of them, or of or by any other perſon or perſons whatſoever; *And further*, that the ſaid manor, tenement, lands, hereditaments and all other the premiſſes, above, in and by theſe preſents mentioned or intended to be herein and hereby demiſed, *&c.* with their and every of their appurtenances, now are and be, and ſo from time to time, and at all times hereafter, for and during the ſaid term of five hundred years, ſhall be, remain and continue, and be had, holden and enjoyed, as and by the ſaid *T. B.* his executors, adminiſtrators and aſſigns, (ſubject to the proviſo or condition above mentioned) free and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all and all manner of former and other gifts, grants, bargains, ſales, leaſes, jointures, dowers, uſes, intails, ſtatutes-merchant and of the ſtaple, recognizances, extents, executions, rent-charges, rent-ſeck, annuities, yearly payments, fines, iſſues, amerciaments, ſeizures, ſequeſtrations, and cauſe and cauſes of ſequeſtration, and of and from all other eſtate, title,

That he now is and ſtandeth lawfully ſeiſed,

and hath power to demiſe.

After default in payment the mortgagee to hold, &c.

and that the premiſſes ſhall be and remain, *&c.* free from incumbrance.

titles, troubles, charges and incumbrances whatſoever, had, made, committed and ſuffered by the ſaid *T. P.* party hereunto, or by any perſon or perſons whatſoever; the rents and ſervices from henceforth to grow due and payable to the chief lord and lords of the fee and fees of the premiſſes, in reſpect of his and their ſeignory and ſeignories, excepted and foreprized; and except one annuity or yearly rent-charge of 10 *l.* *per annum*, iſſuing and payable out of the premiſſes, or ſome part thereof, unto *E. M.* mother of the ſaid *T. P.* party hereunto, for and during the term of her natural life, and no longer; and alſo except one leaſe or grant made of parcel of the premiſſes, by the ſaid *T. P.* party, *&c.* unto the ſaid, *T. L.* for a certain term yet enduring, at and under the yearly rent of 42 *l.* and alſo except one other leaſe made of other parcel of the premiſſes by the ſaid *T. P.* party, *&c.* to the ſaid, *&c.* for a certain term yet unexpired, whereupon the yearly rent of 16 *l.* is reſerved and payable; which ſaid ſeveral yearly rents of 42 *l.* and 16 *l.* in and by the ſaid ſeveral leaſes reſerved, ſhall, from and after default of payment made of the ſums of money aforeſaid, or any of them, become due and payable unto the ſaid *T. B.* his executors, adminiſtrators and aſſigns, for and notwithſtanding any act or thing, had, made or done, or to be had, *&c.* by the ſaid *T. P.* party, *&c.* or by any other perſon or perſons; *And* moreover, that the ſaid *T. P.* party, *&c.* and his heirs, and all other perſon and perſons, and their heirs, having, claiming, deriving or pretending, or which can or may hereafter have or claim any manner of eſtate, right, title, intereſt, claim, benefit or demand, of, in, to, or out of the ſaid manor, lands, tenements, hereditaments and premiſſes above-mentioned to be herein and hereby demiſed, granted, bargained and ſold, with their appurtenances, and every or any part or parcel thereof, (except as aforeſaid) ſhall and will from time to time, and at all times from and after default and payment made of the ſums of money in the proviſo and condition aforeſaid expreſſed, or any of them, upon the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *T. B.* his executors, adminiſtrators and aſſigns, make, do, acknowledge, levy, ſuffer and execute, and cauſe and procure to be made, *&c.* unto the ſaid *T. B.* his executors, adminiſtrators and aſſigns, all and every ſuch further, lawful and reaſonable act and acts, thing and things, deeds, deviſes, grants, releaſes, conveyances and aſſurances in the law whatſoever, for the further and better, more perfect and abſolute granting, conveying and aſſuring of the ſaid manors, tenement, lands and premiſſes, above herein and hereby demiſed, granted, bargained and ſold, with their appurtenances, and every part and parcel thereof, unto the ſaid *T. B* his executors, adminiſtrators and aſſigns, for and during the ſaid term of five hundred years, diſcharged of the proviſo or condition aforeſaid, and of all power and benefit of redemption, as by the ſaid *T. B.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required; *And* it is laſtly agreed by and between the ſaid parties to theſe preſents, for them, their heirs, executors, adminiſtrators and aſſigns, that the ſaid *T. P.* party, *&c.* his heirs, executors, adminiſtrators and aſſigns, ſhall and may have, hold and enjoy the premiſſes, and receive and take the rents and profits thereof to his and their own proper uſes, until the firſt default of payment ſhall be made of the ſums of money in the proviſo and condition aforeſaid expreſſed, without any let, hindrance or denial of or by the ſaid *T. B.* his executors,

except one annuity;

alſo except a leaſe for —— years, of parcel of the premiſſes.

For further aſſurance after default in payment.

That mortgagor may hold until default.

tors, adminiſtrators or aſſigns, or any of them; any thing herein contained to the contrary notwithſtanding, &c. *In Witneſs*, &c.

* *A Mortgage by Limitation, for a Term of Years, out of the Fee, by Releaſe and Fine.*

Parties.

THIS *Indenture*, made the —— day of —— in the 31ſt year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith, and ſo forth, and in the year of our Lord 1791, *Between C. D.* of, —— in the pariſh of —— in the county of —— eſq; the eldeſt ſon and heir of *A. B.* late of —— aforeſaid, eſq; by *H. C.* his wife, both deceaſed, of the one part; and *E. F.* of —— in the pariſh of —— of the other part:

Marriage ſettlement recited.

Whereas by indentures of leaſe and releaſe, the leaſe bearing date the —— and the releaſe the —— day of —— in the year of our Lord 1791, and expreſſed to be made between *G. H.* in the county of —— gentleman, deceaſed, of —— of the firſt part, *A. B.* of —— in the ſaid county of —— gent. of the ſecond part; *T. F.* of —— in the ſaid county of —— gent. of the third part; and *H. C.* daughter of the ſaid *G. H.* of the fourth part; being or purporting to be the ſettlement made previous to, and in conſideration of, the marriage then intended and ſoon afterwards had and ſolemnized between the ſaid *A. B.* —— and the ſaid *H. C.* —— reciting as therein is recited, *It is witneſſed*, that in conſideration of the ſaid marriage, and of 5*s.* by the ſaid *F. F.* to the ſaid *G. H.* in hand paid, and for other conſiderations therein mentioned, *He* the ſaid *G. H.* did grant, bargain, ſell, alien, releaſe and confirm all and ſingular the meſſuages, farms, lands, tenements and hereditaments therein and herein after particularly mentioned, and hereby granted and releaſed, or intended ſo to be, with their and every of their rights, members and appurtenances, unto the ſaid *F. F.* and to his heirs, *To hold* the ſaid meſſuages or tenements, farms, lands and hereditaments, to the ſaid *F. F.* his heirs and aſſigns, to and for the ſeveral uſes, intents and purpoſes therein and herein after mentioned, (that is to ſay) to the uſe of the ſaid *G. H.* and his heirs, until the ſaid marriage ſhould be had, and after the ſolemnization thereof, to and for the uſes, intents and purpoſes, and ſubject to the proviſoes and agreements therein after declared, and herein after in part mentioned of and concerning the ſame, that is to ſay, to the uſe of the ſaid *A. B.* and his aſſigns, for and during the term of his life, *without impeachment of or for any manner of waſte*, with remainder to the uſe of the ſaid *H. C.* and her aſſigns, for the term of her life, without impeachment of waſte, with remainder to the heirs of the body of the ſaid *A. B.* on the body of the ſaid *H. C.* lawfully to be begotten; and for want of ſuch iſſue, to the only uſe and behoof of the right heirs of the ſaid *H. C.* for ever; *And whereas* the ſaid *A. B.* and *H. C.* are both ſince deceaſed, and the ſaid *C. D.* party hereto, is the eldeſt iſſue of the ſaid marriage; *And whereas* the ſaid *C. D.* having occaſion to borrow ſome money on the ſaid ſettled eſtate, has contracted and agreed with the ſaid *E. F.* for the loan of the ſum of 1000*l.* of lawful money of *Great Britain*, to be ſecured

Parties, and their deſcription.

Conſideration.

Transfer.

Parcels.

Uſes of the ſettlement.

Death of the tenant for life. That *C. D.* is the eldeſt iſſue of the marriage.

ecured in manner herein after mentioned, and for that purpoſe to con-
ey the ſaid meſſuages, tenements, farms, lands and hereditaments, to
e uſes herein after expreſſed: *Now this Indenture witneſſeth*, that in
urſuance of the ſaid agreement, and for and in conſideration of the
um of —— *l.* of lawful money of *Great Britain*, to the ſaid *C. D.* par-
y hereto, in hand well and truly paid by the ſaid *E. F.* at or immedi-
tely before the ſealing and delivery of theſe preſents, the payment and
eceipt of which ſaid ſum of —— *l.* the ſaid *C. D.* doth hereby ac-
nowledge, and of and from the ſame and every part thereof doth ac-
uit, exonerate, releaſe, and for ever diſcharge the ſaid *E. F.* his heirs,
xecutors and adminiſtrators, and every of them, by theſe preſents;
nd for effectually ſecuring the payment of the ſaid ſum of —— *l.* unto
he ſaid *E. F.* his executors, adminiſtrators and aſſigns, he the ſaid *C.*
D. Hath granted, bargained, ſold, aliened, releaſed and confirmed, and
y theſe preſents *Doth* grant, bargain, ſell, alien, releaſe and confirm
nto the ſaid *E. F.* (in his actual poſſeſſion now being by virtue of a bar-
ain and ſale to him thereof made by the ſaid *C. D.* for 5*s.* conſide-
ation, by indenture bearing date the day next before the day of the Leaſe for a
ate of theſe preſents, and executed before the ſealing and delivery year.
ereof for one whole year, commencing from the day next before the
ay of the date of the ſaid indenture of bargain and ſale, and by force
f the ſtatute made for transferring of uſes into poſſeſſion) and to his Parcels.
eirs and aſſigns, all that, *&c.* together with all houſes, out-houſes,
ifices, buildings, barns, ſtables, yards, gardens, orchards, back-
des, hedges, ditches, balks, ways, paſſages, waters, water-courſes,
aſements, profits, privileges, commons, rights of commoning, com- General words.
on of paſture, advantages, commodities, hereditaments and appurte-
ances whatſoever, to the ſaid meſſuages, farms, lands, tenements,
ereditaments and premiſſes hereby granted releaſed, or intended ſo to
e, or to any or either of them, or to any part or parts thereof, belong-
g or in any wiſe appertaining, or therewith or with any of them, or
ith any part thereof now or at any time or times heretofore ſet, let,
ſed, occupied or enjoyed, or accepted, reputed, taken or known as
art, parcel or member thereof, or of any part thereof; which ſaid
eſſuages, tenements, farms, lands, hereditaments and premiſſes, are
uated in the bounds, pariſhes and precincts of —— in the ſaid coun-
y of —— ſome or one of them, and now are in the ſeveral tenures or
ccupations of the ſeveral perſons herein after named, their under-te-
ant or under-tenants, aſſignee or aſſigns, at the ſeveral yearly rents
llowing, (that is to ſay) *S. L.* at the yearly rent of 40 *l. K. L.* at the Rental.
early rent of 90 *l. R. L.* at the yearly rent of 90 *l. S. S.* at the year-
y rent of 100 *l.* amounting in the whole to the yearly ſum of 290 *l.* and
he reverſion and reverſions, remainder and remainders, yearly and
ther rents, iſſues and profits, of all and ſingular the ſaid meſſuages,
arms, lands, tenements, hereditaments and premiſſes herein before
articularly mentioned, and hereby granted and releaſed, or intended ſo
o be, with their and every of their appurtenances, and alſo all the eſ-
ate, right, title, uſe, truſt, inheritance, property, claim and demand
whatſoever, as well at law as in equity, and in poſſeſſion, remainder,
everſion, expectancy or otherwiſe howſoever, of him the ſaid *C. D.*
f, in, to or out of the ſaid meſſuages, farms, lands, tenements, here-
itaments and premiſſes hereby granted and releaſed, or intended ſo to
be,

be, and every or any of them, and every or any part or parcel thereof, *Together* with all deeds, evidences and writings whatſoever touching or concerning the ſaid ſeveral meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned, and hereby releaſed or intended ſo to be, or any of them alone, and which do not alſo relate to other hereditaments of greater value, and true and atteſted copies of all ſuch other deeds, evidences and writings, which concern the ſaid premiſſes, jointly, with any other meſſuages, farms, lands, tenements, hereditaments and premiſſes now in the cuſtody or power of him the ſaid *C. D.* or which he can come by without ſuit at law or in equity, ſuch copies to be made at the coſts of the ſaid *C. D.* party hereto. *To have and to hold* the ſaid meſſuages, farms, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned and deſcribed, and hereby granted and releaſed or intended ſo to be, with their and every of their rights, members and appurtenances, unto the ſaid *E. F.* his heirs and aſſigns, to the uſes and for the ends, intents and purpoſes, and under and ſubject to the powers, proviſoes and agreements herein after expreſſed and declared, of and concerning the ſame, (that is to ſay) to the uſe and behoof of the ſaid *E. F.* his heirs, executors, adminiſtrators and aſſigns, for and during, and unto the full end and term of five hundred years, to be computed from the day of the date of theſe preſents, without impeachment of or for any manner of waſte, ſubject to the proviſo and agreement herein after expreſſed and contained of and concerning the ſaid term, and from and immediately after the end, expiration or ſooner determination of the ſaid term, and in the mean time ſubject thereto, to the uſe and behoof of the ſaid *C. D.* his heirs and aſſigns for ever; and to and for, and upon no other uſe, truſt, intent or purpoſe whatſoever. *Provided always*, and it is hereby expreſsly declared and agreed, by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents is, that the ſaid term of 500 years herein before limited in uſe to the ſaid *C. D.* his executors, adminiſtrators and aſſigns, of and in the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes herein compriſed is ſo limited as aforeſaid, ſubject to the proviſo and agreement herein after expreſſed and contained, (that is to ſay) that if the ſaid *C. D.* his heirs, executors, adminiſtrators or aſſigns, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *E. F.* his heirs, executors, adminiſtrators or aſſigns, at or in the common dining-hall of *Lincoln's-Inn*, in the county of *Middleſex*, the full and juſt ſum of 1050 *l.* of lawful money of *Great Britain*, being the ſaid principal ſum of 1000 *l.* and the ſum of 50 *l.* as and for one year's intereſt thereof, after the rate of 5 *l.* for a year, in manner following, that is to ſay, the ſum of 25 *l.* part thereof, on the —— day of —— now next enſuing, and the further ſum of 1025 *l.* being the reſidue and full payment thereof on the —— day of —— which will be in the year of our Lord 1792, without making any deduction or abatement whatſoever out of the ſaid ſeveral ſums, or any part thereof, for or in reſpect of any taxes, rates, aſſeſſments, charges, payments or impoſitions whatſoever already taxed, charged, aſſeſſed or impoſed, or which at any time hereafter may be taxed, charged, aſſeſſed or impoſed upon the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon

Grant of title deeds.

Habendum,

to the mortgagee in fee,

to the uſe of the mortgagee for 500 years.

Remainder to the mortgagor in fee.

Proviſo for the redemption.

Half year's intereſt.

Principal ſum and half year's intereſt.

upon the ſaid ſum of ——— *l.* intended to be hereby ſecured, or upon the ſaid *E. F.* his executors, adminiſtrators or aſſigns, or any of them, for or in reſpect thereof, by authority of parliament or otherwiſe howſoever, then, and in ſuch caſe, and at any time from and after ſuch payment as aforeſaid ſhall be made to the ſaid *E. F.* his executors, adminiſtrators or aſſigns, he the ſaid *E. F.* his executors, adminiſtrators or aſſigns, ſhall and will, upon the requeſt and at the coſts and charges of the ſaid *C. D.* his heirs or aſſigns, transfer, releaſe, ſurrender or make void the reſidue of the ſaid term of 500 years, in ſuch manner as the ſaid *C. D.* his heirs or aſſigns ſhall direct or appoint; *And* for the conſideration aforeſaid, and for barring, deſtroying and extinguiſhing all eſtates-tail and all reverſions and remainders thereupon expectant or depending of and in the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, and for conveying and aſſuring the ſame unto the ſaid *E. F.* his heirs and aſſigns, to the uſes, for the ends, intents and purpoſes, and under and ſubject to the powers, proviſoes and agreements herein before expreſſed and declared of and concerning the ſame, *He* the ſaid *E. F.* doth hereby for himſelf, his heirs, executors and adminiſtrators covenant, promiſe and agree to and with the ſaid *E. F.* and his heirs, that he the ſaid *C. D.* ſhall and will at the proper coſts and charges of the ſaid *C. D.* as of laſt *Michaelmas* term, or before the end of *Hilary* term now next enſuing, acknowledge and levy before his majeſty's juſtices of the court of common pleas at *Weſtminſter*, one or more fine or fines, *ſur conuſance de droit come ceo, &c.* whereupon proclamations ſhall and may be had and made according to the form of the ſtatute in that caſe made and provided, and the uſual caſe of fines in ſuch caſes accuſtomed unto the ſaid *E. F.* and his heirs, of the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes, by ſuch apt and convenient names, quantities, qualities, number of acres and other deſcriptions as ſhall be thought ſufficient and proper to compriſe the ſame, *Which* ſaid fine or fines ſo as aforeſaid, or in any other manner, or at any other time or times levied and acknowledged, or to be levied and acknowledged, and all and every other fine and fines, conveyances and aſſurances in the law whatſoever, had, made, levied, ſuffered or executed, or to be had, made, levied, ſuffered or executed, of the ſame premiſſes, or any part thereof, either alone or together, with other hereditaments and premiſſes by and between the ſaid parties to theſe preſents, or any of them, or whereunto they or any or either of them ſhall or may be party or parties, privy or privies, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken, and ſo are and were meant and intended to be and enure, and are hereby declared by all the ſaid parties to theſe preſents to be and enure as to the ſame hereditaments and premiſſes, and the conuſee or conuſees in the ſaid fine or fines, named or to be named, and his and their heirs, ſhall ſtand and be ſeiſed of the ſaid hereditaments and premiſſes, and every part or parcel thereof to the ſeveral uſes, for the ends, intents and purpoſes, and under and ſubject to the proviſoes, powers, declarations and agreements herein before limited, expreſſed, declared and contained of and concerning the ſame hereditaments and premiſſes, according to the true intent and meaning of theſe preſents; *And* the ſaid *C. D.* for himſelf, his heirs, executors and adminiſtrators doth hereby covenant, promiſe, declare and agree with and to the ſaid *E. F.* his executors, adminiſtrators and aſſigns, by theſe

Covenant to levy a fine.

Uſes of the fine declared.

Covenant that the mortgagor is ſeiſed in fee.

theſe preſents, in manner following, (that is to ſay) that he the ſaid *C. D.* at the time of ſealing and delivery hereof is lawfully, rightfully and abſolutely ſeiſed in his demeſne as of fee, or of fee-tail, of and in the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes herein before mentioned and intended to be hereby granted, releaſed and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances of a good, ſure, perfect, abſolute and indefeaſible eſtate of inheritance in fee-ſimple or fee tail in poſſeſſion, without any reverſion or remainder, truſt, limitation, power of revocation, contingent proviſo, new or other uſe or uſes, or any other matter, reſtraint or thing whatſoever, to alter, change, charge, revoke, make void or leſſen, incumber or determine the ſame; *And* that he the ſaid *C. D.* at the time of the ſealing and delivery of theſe preſents, hath in himſelf good right, full power, and lawful and abſolute authority to grant, bargain, ſell, releaſe, limit, convey and aſſure the ſaid meſſuages, farms, lands, tenements, hereditaments and all and ſingular other the premiſſes mentioned to be hereby granted, releaſed and limited in uſe, as aforeſaid, with their reſpective rights, members and appurtenances, unto the uſe of the ſaid *E. F.* his executors, adminiſtrators and aſſigns, for and during the ſaid term of 500 years, as aforeſaid, according to the purport, true intent and meaning of theſe preſents; *And alſo* that he the ſaid *C. D.* his heirs, executors or adminiſtrators, or ſome or one of them ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. F.* his executors, adminiſtrators and aſſigns, the ſaid ſum of 1050*l.* at the days and times, and in the manner in the proviſo herein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatſoever, to be made thereout, or in reſpect thereof, as aforeſaid, and according to the true intent and meaning of the proviſo or condition herein before for that purpoſe contained; *And alſo* that it ſhall and may be lawful to and for the ſaid *E. F.* his executors, adminiſtrators and aſſigns, after default if any ſhall happen to be made in the payment of the ſaid ſum of 1050*l.* or any part thereof contrary to the ſaid proviſo and covenant herein before in that behalf contained, peaceably and quietly into and upon the ſaid meſſuages, farms, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned to be hereby limited in uſe, for the term of 500 years, as aforeſaid, with their and every of their rights, members and appurtenances, to enter, and the ſame from thenceforth peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy, and the rents, iſſues and profits thereof, to receive and take, to and for his and their own reſpective uſe and benefit, for and during the continuance of the ſaid term of 500 years, without the lawful let, ſuit, trouble, denial, eviction or interruption whatſoever, of, from or by the ſaid *C. D.* his heirs, executors, adminiſtrators and aſſigns, or either of them, or any other perſon or perſons whatſoever, and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *C. D.* his heirs, executors and adminiſtrators, or ſome or one of them, at all times hereafter well and ſufficiently ſaved harmleſs and kept indemnified of, from and againſt all and all manner of former and other grants, bargains, ſales, uſes, truſts, jointures, dowers, rights and titles of dower, intails, mortgages, judgments, eſtates, debts, titles, charges and incumbrances whatſoever already had, made, done, committed, or ſuffered,

Has good right to convey,

for payment of the money;

or in default for quiet enjoyment. Principal and one year's intereſt.

Free from incumbrances,

ſuffered, or to be had, made, done, committed or ſuffered, by him the ſaid *C. D.* or any other perſon or perſons whomſoever; *And further*, that the ſaid *C. D.* and his heirs, and all and every other perſon and perſons whatſoever having or lawfully claiming, or who ſhall or may at any time hereafter, have or claim any eſtate, right, title, truſt or intereſt whatſoever at law or in equity, of, in, to or out of the ſaid meſſuages, farm, lands, tenements, hereditaments and premiſſes, or any of them, herein before mentioned to be hereby limited in uſe, unto the ſaid *E. F.* his executors, adminiſtrators and aſſigns for the ſaid term of 500 years, as aforeſaid, or any part or parts thereof, by, from, under, or in truſt for them or any of them as aforeſaid, ſhall and will at any time or times after default (if any) ſhall happen to be made in payment of the ſaid ſum of 1050*l.* or any part thereof, contrary to the ſaid proviſo and covenant herein before in that behalf contained upon the reaſonable requeſt of the ſaid *E. F.* his executors, adminiſtrators or aſſigns, but at the coſts and charges of the ſaid *C. D.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, perform, perfect and finiſh, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, performed, perfected and finiſhed all and every ſuch further and other lawful and reaſonable acts, deeds, fines, recoveries, conveyances and aſſurances in the law whatſoever for the further, better and more effectually granting, limiting, aſſuring and confirming the ſaid meſſuages, farms, lands, tenements, hereditaments and premiſſes, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby limited in uſe, as aforeſaid, unto the ſaid *E. F.* his executors, adminiſtrators and aſſigns, for and during the reſidue and remainder of the ſaid term of 500 years which ſhall be then to come and unexpired therein freed, releaſed and diſcharged of and from the proviſo herein before contained for redemption of the ſaid premiſſes, and all other rights, titles and equity of redemption whatſoever, and by ſuch ways and means as by the ſaid *E. F.* his executors, adminiſtrators and aſſigns, or his, their or any of their counſel learned in the law ſhall, in that behalf, be adviſed and reaſonably required. *And* it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, that until default ſhall happen to be made in payment of the ſaid ſum of 1050*l.* or ſome part thereof, contrary to the proviſo and covenant herein before in that behalf contained, it ſhall and may be lawful to and for the ſaid *C. D.* and his heirs and aſſigns, to have, hold, occupy, poſſeſs and enjoy the ſaid hereditaments and premiſſes, and to receive and take the rents, iſſues and profits thereof, and of every part thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble, denial, moleſtation or interruption whatſoever, of, from or by the ſaid *E. F.* his executors, adminiſtrators or aſſigns, or any of them, for and during the ſaid term of 500 years herein before limited in uſe to the ſaid *E. F.* his executors, adminiſtrators and aſſigns, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding; *And laſtly*, it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the ſaid *C. D.* for himſelf, his heirs, executors, adminiſtrators and aſſigns doth hereby further covenant, promiſe and agree to and with the ſaid *E. F.* his executors, adminiſtrators and aſſigns, that in caſe the ſaid ſum of 1050*l.* or ſome part thereof, ſhall on the ſaid ——— day of ——— which will be in the year 1792,

and further aſſurances.

That mortgagor ſhall enjoy till default of payment.

That in caſe money not paid, mortgagee will convey the fee ſimple.

1798, remain unpaid or unſatisfied, and ſhall not within ſixty days then next enſuing be paid and ſatisfied, he the ſaid *C. D.* or his heirs, and all perſons claiming under or in truſt for him, them or any of them ſhall and will as ſoon after the ſaid ſixty days as conveniently may be, at the coſts and charges of the ſaid *C. D.* his heirs, executors, adminiſtrators or aſſigns, by ſuch good and ſufficient conveyances and aſſurances in the law as the counſel of the ſaid *E. F.* his executors, adminiſtrators or aſſigns, ſhall adviſe, convey and aſſure, or cauſe to be conveyed and aſſured unto the ſaid *E. F.* and his heirs, or to ſuch perſon or perſons, as he or they ſhall in that behalf nominate and appoint free from incumbrances except tenants' leaſes, and with uſual and reaſonable covenants the ſaid meſſuages, farms, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned and hereby granted and releaſed, and limited in uſe or intended ſo to be, and every part and parcel thereof, with their reſpective rights, members and appurtenances, in order that the ſame may be abſolutely and irredeemably veſted in the ſaid *E. F.* his heirs and aſſigns for ever. *In Witneſs.*

J. J. P.

A Bond to pay the Money. And alſo a Bond for performance of Covenants.

A Mortgage of Land, to ſave harmleſs from certain Bails and Sureti-ſhips.

Recital of bond entered into.

THIS *Indenture*, &c. *Between J. B.* citizen, and *G.* of *L.* on the one part, and *R. B. &c.* on the other part: *Whereas* the ſaid *R. B.* with the ſaid *J. B.* and at his ſpecial requeſt, and for the only debt of the ſame *J.* by one obligation dated, *&c.* did become jointly and ſeverally bound unto *A. M. &c.* in the ſum of 200 *l.* of, *&c.* for the payment of 100 *l.* of like money, to have been paid at a day now paſt, as by the ſaid obligation and condition thereof more plainly may appear; *And whereas* the ſaid *R.* and one *J. S.* ſalter, at the entreaty, and by the ſpecial means of the ſaid *R. B.* have taken the ſaid *J. B.* to bail in an action of treſpaſs, the damage laid at 224 *l.* brought againſt the ſaid *J. B.* in the compter in *W.* in *L.* at the ſuit of *M. S.* goldſmith, and *W. C.* grocer, as by the records, remaining in the compter aforeſaid, will appear; *And whereas* alſo the ſaid *R. B.* and *J. S.* at the entreaty and by the means of the ſaid *R. B.* have taken the ſaid *J. B.* to bail in the compter in the *Poultry* in *L.* in an action of debt of 89 *l.* 12 *s.* 7 *d.* there brought againſt the ſaid *J. B.* at the ſuit of one *R. T. &c.* as by the records, *&c.* *And whereas* one *M. C.* of the town of *S.* draper, by an attachment made in *L.* againſt goods of the ſaid *M. S.* and *W. C.* ſuppoſed in the hands of the ſaid *J. B.* had recovered againſt the ſame *J.* 47 *l.* 2 *s.* 6 *d.* of, *&c.* whereupon the ſaid *J.* hath now brought a writ of *Error*, and upon allowance of the ſame writ, the ſaid *R. B.* and *J. S.* as in that caſe is accuſtomed, are become ſureties for the ſaid *J. B.* *And whereas* alſo the

Recital of becoming bail to an action.

Ditto in error.

ſaid

ſaid *R. B.* hath undertaken to ſave harmleſs the ſaid *J. S.* of and for all the premiſſes; *Now this Indenture witneſſeth*, that the ſaid *J. B.* to the end that the ſaid *R. B.* his heirs, executors and adminiſtrators, and every of them, and all the lands, tenements, goods and chattels of the ſaid *R B.* his heirs, executors and adminiſtrators, and every of them, from time to time, and at all times hereafter, ſhall as well be clearly ſaved and kept harmleſs, of and for all and ſingular the bonds, bails, ſuretiſhips and other charges whatſoever, here above in theſe preſents expreſſed and recited, and alſo thereof and therefrom ſhall be clearly diſcharged, at or before ſuch time as thereto is hereafter aſſigned in theſe preſents, *Hath* given, granted, bargained and ſold, and by theſe preſents, *&c.* to the ſaid *R. B.* and to his heirs and aſſigns for ever, *All that* meſſuage or tenement, with the appurtenances, ſome time in the tenure or occupation of one *T. R.* late parcel of, *&c.* ſituate in the pariſh of *St. B.* in *L* commonly called the *G.* and now or late being in the occupation of the ſaid *J. B.* and all and ſingular the houſes, buildings, yards, void grounds, profits, commodities, eaſements and hereditaments, to the ſaid meſſuage and tenement belonging or appertaining, or therewith or with any part thereof now or at any time heretofore had, uſed or occupied, and the reverſion and reverſions of all and ſingular the premiſſes, and all the eſtate, right, title and intereſt of the ſaid *J. B.* of, in and to the premiſſes, and every part and parcel thereof, and all and ſingular deeds, evidences and writings, touching or concerning the premiſſes, or any part thereof; *To have and to hold* the ſaid meſſuage or tenement, with their appurtenances, and all and ſingular the premiſſes above bargained and ſold, with their appurtenances, to the ſaid *R.* his heirs and aſſigns for ever, to the only uſe, *&c.* *And whereas* the late dean and chapter of the cathedral church of *St. P.* in *L.* by their indenture of leaſe under their common ſeal, bearing date, *&c.* did demiſe and let to farm the ſaid meſſuage or tenement, with the appurtenances, unto one *R. D.* then citizen, *&c.* to hold to him and his aſſigns, from the feaſt of, *&c.* unto the end of ninety-eight years from thence next following, for the yearly rent of 5*l.* therefore yearly to be paid, as by the ſaid indenture of leaſe, *&c.* the reſidue of which leaſe and term of years now to come, by lawful conveyance in the law, by means of the ſaid *J. B.* and in truſt to be aſſigned and conveyed at the pleaſure and appointment of the ſaid *J. B.* and of his aſſigns, is to come unto *M. C.* of, *&c.* *J. C.* and *W. C.* *&c.* the ſaid *J. B.* for the better ſurety and aſſurance to ſave and keep harmleſs the ſaid *R. B.* his heirs, executors, and adminiſtrators, and every of them, of and for the bonds, bails, ſuretiſhip and charges aforeſaid, hath delivered, bargained and ſold to the ſaid *R. B.* the ſaid indenture of leaſe and all conveyances thereof; and by theſe preſents covenanteth, *&c.* that the ſaid *M. C. J. C.* and *W. C.* or the ſurvivors or ſurvivor of them, on this ſide the 24th day of *J.* which ſhall be in the year of our Lord, *&c.* ſhall plainly and lawfully convey, aſſign and ſet over, all their eſtate, intereſt and term of years, of and in the ſaid meſſuage and tenement, with the appurtenances, yet to come, and the ſaid original indenture of leaſe thereof, and all conveyances of the ſame, unto ſuch perſon or perſons as the ſaid *R.* in that behalf ſhall name and appoint. *Provided always*, that if the ſaid *J. B.* his executors, adminiſtrators or aſſigns, ſhall as well procure and cauſe, that the ſaid *R. B.* his heirs, executors and adminiſtrators, on this ſide the

Conſideration to indemnify the mortgagee

Mortgagor grants.

The parcels.

Habendum in fee.

Recital of a dean and chapter's leaſe.

Covenant to aſſign the ſame.

Proviſo if mortgagor indemnifies mortgagee, grant and aſſignment to be void,

ſaid 24th day, which ſhall be, &c. ſhall be clearly and abſolutely acquitted and diſcharged of and from all the bonds, bails and ſuretiſhips aforeſaid, and all other charges wherewith the ſaid *R. B.* hath charged himſelf, from the ſaid *J. B.* as aforeſaid; as alſo in the mean time, from time to time, ſhall well and ſufficiently ſave harmleſs the ſaid *R. B.* his heirs, executors and adminiſtrators, and all his and their lands, tenements, goods and chattels, of and for the bonds, bails, ſuretiſhips and charges aforeſaid, wherewith they or any of them may be charged as aforeſaid; that then not only the gift, grant, bargain and ſale of the ſaid meſſuage and tenement, and other the tenements above made by theſe preſents to the ſaid *R. B.* and his heirs, but alſo the ſaid grant and aſſignment of the ſaid leaſe, and of all other the premiſſes above bargained, or covenanted to be bargained, ſhall be utterly void and fruſtrate; and that then and from thenceforth it ſhall and may be lawful, as well to and for the ſaid *J. B.* his heirs and aſſigns, into the ſaid freehold of the above bargained premiſſes wholly to re-enter, and the ſame to have again, as in his or their former eſtate, as alſo for the ſaid *M. C.* &c. or the ſurvivors or ſurvivor of them, their executors or adminiſtrators, or any of them, at and by the appointment and agreement of the ſaid *J. B.* his heirs or aſſigns, into the ſaid meſſuage and tenement, with the appurtenances, for the reſidue of the term of years aforeſaid then to be to come, alſo to re-enter, and the ſame as in their former eſtate to have again; theſe preſents or any thing herein contained to the contrary notwithſtanding: *And alſo* the ſaid *J. B.* for, &c. doth covenant, &c. that he the ſaid *J. B.* now at the ſealing and delivery of theſe preſents, is and ſtandeth lawfully and ſolely ſeiſed of and in the ſaid meſſuage and tenement, with the appurtenances, of a good, perfect, ſure, abſolute and rightful eſtate in the law in fee-ſimple, either in poſſeſſion or in reverſion, immediately expectant upon determination of the leaſe and term of years aforeſaid, without any condition or limitation of uſe or uſes, and that ſuch eſtate the ſaid *J. B.* hath good, lawful and abſolute right and authority, to give, grant, bargain, ſell and aſſure the ſaid meſſuage and tenement, with the appurtenances, to the ſaid *R. B.* his heirs and aſſigns for ever, to and for the only uſe of the ſaid *R.* his heirs and aſſigns for ever; *And* that the ſaid meſſuage and tenement, with the appurtenances, now are, and from henceforth ſhall be, ſtand and continue unto the ſaid *R. B.* his heirs and aſſigns for ever, clear and clearly diſcharged and acquitted, or otherwiſe at all times ſufficiently ſaved harmleſs, of and from all and ſingular former bargains, ſales, gifts, grants, annuities, leaſes, eſtates, titles, charges and incumbrances whatſoever, the old accuſtomed rents and ſervices hereafter to be due, to be paid and done to the chief lord of the fee or fees of the premiſſes, in reſpect of their ſeigniority except and forepriſed: *And alſo* that if it ſhall happen the ſaid meſſuage and tenement, with the appurtenances, upon the condition aforeſaid, to be forfeited to the ſaid *R. B.* and his heirs, that then, and at all times during three years then next following, the ſaid *J. B.* and *M.* now his wife, and the heirs of the ſaid *J. B.* at and upon every reaſonable requeſt, and at the coſts and charges in the law only of the ſaid *R. B.* his heirs, executors and aſſigns, ſhall and will do, make, acknowledge, ſuffer and execute, and cauſe to be done, &c. all and every ſuch further act and acts, thing and things in the law, for the further and better conveyance, aſſurance and ſure making of the ſaid meſſuage and tenement,

and mortgagor to re-enter.

Lawfully ſeiſed.

Power to grant.

Free from incumbrances.

On breach of proviſo. Covenant for further aſſurance.

nement, and other the above bargained premiſſes, with their appurtenances, to be had, conveyed and made ſure to the ſaid *R. B.* his heirs and aſſigns, for his own uſe for ever, as by the ſaid *R. B.* his heirs or aſſigns, or by his or their counſel learned in the laws of this realm, ſhall be reaſonably deviſed, adviſed or required, be it by fine, feoffment, deed or deeds enrolled, releaſe with warranty againſt all men, or without warranty, recovery with vouchers or voucher, or by any other lawful way or means whatſoever; *And* the ſaid *R. B.* covenanteth, *&c.* to permit and ſuffer the ſaid *J. B.* and his aſſigns, to occupy the ſaid meſſuage and tenement with the appurtenances, keeping the ſame well and ſufficiently repaired in all things, until the ſaid, *&c.* which ſhall be, *&c.* ſo as the ſaid meſſuage and tenement be not in the mean time forfeited to the ſaid *R. B.* and his heirs, upon the condition above in theſe preſents expreſſed, and not otherwiſe. *In Witneſs*, &c.

Mortgagee may, hold till forfeiture.

A very good Mortgage by Deed enrolled, and a Defeazance thereupon, with a Clauſe, if the Money be not paid according to the Proviſo, that then the Mortgagee, paying a farther Sum, ſhall have the Land abſolutely, &c.

THIS *Indenture*, &c. *Between P. R.* of, *&c.* and *W. D.* of, *&c.* of the one part, and *J. S.* of, *&c.* ſon and heir of *J. S.* late of, *&c.* eſq; deceaſed, of the other part, *Witneſſeth, That whereas* the ſaid *J. S.* party hereunto, by indenture of bargain and ſale under his hand and ſeal, bearing date the day of the date of theſe preſents, and ſealed and delivered at one and the ſame inſtant of time, together with theſe preſents, and intended to be enrolled in the high court of chancery, for and in conſideration of the ſum of 500*l.* of, *&c.* therein mentioned to be to him paid by the ſaid *P. R.* and *W. D.* hath granted, bargained, ſold, aliened, enfeoffed and confirmed unto the ſaid *P. R.* and *W. D.* and to their heirs and aſſigns for ever, all that capital meſſuage and tenement, *&c.* as by the ſaid recited indenture of bargain and ſale (relation thereunto being had) more at large appeareth: *It is nevertheleſs provided*, covenanted, granted, concluded, conditioned, condeſcended, declared and agreed, by and between all the ſaid parties to theſe preſents, for them, their heirs, executors, adminiſtrators and aſſigns, and each of them the ſaid *P. R.* and *W. D.* ſeverally and reſpectively, by and for himſelf, his reſpective heirs, executors, adminiſtrators and aſſigns, and not jointly, nor one for the other, nor one for the act of another, doth covenant, promiſe, grant, condeſcend and agree to and with the ſaid *J. S.* party hereunto, his heirs and aſſigns, and every of them by theſe preſent, that if the ſaid *J. S.* party hereunto, his heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall, yearly and every year, for and during the ſpace of ſeven years, to be accounted from the day of the date of theſe preſents, well and truly pay, or cauſe, *&c.* unto the ſaid *P. R.* and *W. D.* or either of them, their or either of their executors, adminiſtrators or aſſigns, at the now dwelling-houſe of, *&c.* the yearly ſum or annual payment of 40*l.* of, *&c.* on the 15th day of *D.* and the 15th day of *J.*

Recital of bargain and ſale.

With a proviſo to be void on payment, &c.

J. in every year, by equal portions, without any deduction, allowance, abatement or defalcation to be had, made or claimed, for or by reaſon, colour or means of any taxes or aſſeſſments to be laid or ſet upon the meſſuage, lands and premiſſes aforeſaid, or any part thereof, or by colour or means of any rate or rates, aſſeſſment or aſſeſſments, act or acts of parliament, made or to be made, or otherwiſe howſoever; the firſt payment thereof to begin and be made on the 15th day of *D.* next enſuing the date of theſe preſents; and alſo if the ſaid *J. S.* party hereunto, his heirs, executors, adminiſtrators or aſſigns, do well and truly pay, or cauſe, &c. unto the ſaid *P. R.* and *W. D.* or either of them, or to the executors, adminiſtrators or aſſigns, of them or either of them, at the place of payment aforeſaid, the ſum of 500*l.* of like, &c. on the 20th day of *J.* which ſhall be in the year, &c. and do make no default of payment of or in any one payment of the ſums of money aforeſaid: And alſo, if upon convenient notice given or left at the ſaid capital meſſuage, after the expiration of two years now next enſuing, he the ſaid *J. S.* his executors or adminiſtrators, ſhall, within ſix months after ſuch notice, pay or cauſe to be paid to the ſaid *P. R.* and *W. D.* or either of them, their or either of their executors or adminiſtrators, the ſaid ſum of 500*l.* and ſuch intereſt as ſhall then be behind and unpaid, according to the rate of, &c. that then and from thenceforth the ſaid recited bargain and ſale, and the uſes therein limited, ſhall ceaſe, determine and be utterly void and of none effect; and that then or at any time afterwards, the ſaid *P. R.* &c. their heirs or aſſigns, ſhall and will, upon the reaſonable requeſt of the ſaid *J. S.* party, &c. his heirs or aſſigns, yield and deliver up the ſaid indenture of bargain and ſale, and that part of theſe preſent indentures which is under the hand and ſeal of the ſaid *J. S.* party, &c. if the ſame be not in the mean time caſually loſt, deſtroyed, cancelled or defaced by fire or otherwiſe, unto him the ſaid *J. S.* party, &c. his heirs or aſſigns, to be cancelled and made void, together with all and ſingular the deeds and evidences mentioned in the ſchedule or inventory hereunto annexed, ſaving in caſe of caſualty as aforeſaid, ſafe and uncancelled; and then alſo or at any time afterwards, the ſaid *P. R.* &c. their heirs and aſſigns, ſhall and will upon the like reaſonable requeſt, and at the coſts and charges in the law of the ſaid *J. S.* party, &c. his heirs or aſſigns, grant, re-convey and re-aſſure all and ſingular the capital meſſuage, tenement or manſion-houſe, lands and hereditaments, in and by the ſaid recited indenture of bargain and ſale granted, bargained, ſold and conveyed, with their appurtenances, and every part and parcel thereof, unto the ſaid *J. S.* party, &c. his heirs and aſſigns, or to ſuch other perſon or perſons as he or they ſhall in that behalf direct and appoint, freed and diſcharged of and from all and all manner of former eſtates, leaſes, dowers, titles, troubles, charges and incumbrances, had, made, committed or done by them the ſaid *P. R.* &c. their heirs and aſſigns, or any of them, at any time or times before the making of ſuch conveyance or re-aſſurance, as by the ſaid *J. S.* party, &c. his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed or adviſed and required, ſo that in ſuch re-aſſurance no greater or other warranty be included than only againſt the ſaid *P. R.* &c. reſpectively, their reſpective heirs and aſſigns; and ſo as for the doing thereof the parties who are to join therein be not compelled to travel further than the cities of *L.* and *W.* or

one

one of them: *And* the ſaid *J. S.* party, *&c.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe, grant and agree, to and with the ſaid *P. R. &c.* and each of them, their and each of their executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *J. S.* party, *&c.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will from time to time well and truly pay, or cauſe, *&c.* unto the ſaid *P. R. &c.* their executors, adminiſtrators or aſſigns, the ſaid yearly ſum or annual payment of 30 *l.* of. *&c.* for and during the ſaid term of five years, and the ſaid ſum of 500 *l.* of, *&c.* at the place, ſeveral days and times above mentioned, for payment thereof, and in manner and form aforeſaid, without making default of payment of or in any one payment thereof, and without any deduction, abatement, allowance or defalcation to be had, made or claimed, for or by colour or means of any taxes or aſſeſſments to be laid or ſet upon the meſſuage, lands and premiſſes aforeſaid, or for or by reaſon of any act or acts of parliament, or otherwiſe howſoever; *And* that in caſe the ſaid *J. S.* party, *&c.* his heirs, executors, adminiſtrators or aſſigns, do or ſhall make any default of payment, of or in one payment of the yearly ſum of 30 *l.* above mentioned, or of the ſaid ſum of 500 *l.* or any part thereof, contrary to the form of the covenant or condition above expreſſed, then if the ſaid *P. R.* his executors, adminiſtrators or aſſigns, do or ſhall, at any time afterwards within the ſpace of ſix months next after any ſuch default of payment as aforeſaid, well and truly pay, or tender to be paid, unto the ſaid *J. S.* his heirs or aſſigns, at, *&c.* a further ſum of 500 *l.* of, *&c.* (deducting out of the ſame all ſuch ſum and ſums of money, as ſhall then be due and payable for the intereſt of the ſum of 500 *l.* firſt above mentioned,) that then or at any time afterwards he the ſaid *J. S.* his heirs or aſſigns, ſhall and will, upon the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *P. R. &c.* their heirs and aſſigns, or any of them, well and ſufficiently, and in due form of law, grant, releaſe, convey and aſſure all and ſingular the ſaid capital meſſuage, tenement, or manſion houſe, lands and premiſſes above mentioned, with their appurtenances, and all his and their eſtate, right, title, intereſt, power and benefit of redemption, claim and demand whatſoever, of, in, to and out of the ſame, and every part thereof, unto the ſaid *P. R. &c.* their heirs or aſſigns, or ſuch other perſon or perſons as they, either or any of them, ſhall in that behalf direct and appoint, freed and diſcharged of the proviſo, condition or agreement above mentioned, and of all power and benefit of redemption, by ſuch aſſurance and conveyance in the law, as by the ſaid *P. R. &c.* *And further*, that in caſe the ſaid *P. R. &c.* their executors or aſſigns, ſhall at any time hereafter before the end of the ſaid term of five years be compelled or compellable by any act or acts of parliament, made or to be made, or otherwiſe, to accept and take leſs than the rate of 5 *l.* *per cent.* for the forbearance of the ſum of 100 *l.* for one year, or leſs than the ſum of 5 *l.* *per cent.* for the 500 *l.* above mentioned; that then he the ſaid *J. S* party, *&c.* his heirs or aſſigns, ſhall and will, at the end of ſix months after notice or warning in that behalf given or left by the ſaid *P. R.* their or either of their executors, adminiſtrators or aſſigns, at or in the ſaid capital meſſuages, well and truly pay or cauſe to be paid unto the ſaid *P. R. &c.* their executors, adminiſtrators or aſſigns, at the place of payment aforeſaid, the ſaid ſum of 500 *l.* and all ſuch part and

Covenant to pay, &c.

In caſe of default and payment of 500 *l.* more, abſolutely to releaſe.

Freed and diſcharged of the proviſo, &c.

In caſe intereſt lowered by act of parliament, to pay, &c.

and ſo much of the ſaid annual ſum of 30*l.* above mentioned, as ſhall be then in arrear, unpaid and unſatisfied: *And* it is laſtly the agreement of the ſaid *P. R. &c.* for themſelves, their heirs and aſſigns, that the ſaid *J. S.* party, *&c* his heirs and aſſigns, ſhall and may have, hold and enjoy all and ſingular the ſaid capital meſſuage, tenement or manſion-houſe, lands and hereditaments, and every part thereof, and receive and take the rents and profits thereof to his own proper uſe, until default of payment made of or in ſome one payment of the payments aforeſaid, contrary to the form above declared, without any let, hindrance or impediment, of or by the ſaid *P. R. &c.* or either of them, their or either of their heirs, executors or aſſigns, or either of them. *In witneſs*, &c.

That mortgagor may hold till default.

Mortgage by Leaſe and Releaſe of Part of the Quit-Rents of a Manor, and other Premiſſes.

The Leaſe.

THIS *Indenture* made, &c. *Between J. C.* of *London*, linen-draper, of the one part, and *S. M.* of, *&c.* doctor in phyſick, of the other part, *Witneſſeth*, that the ſaid *J. C.* for and in conſideration of the ſum of 5*s.* of lawful money of *Great Britain*, to him in hand paid by the ſaid *S. M.* the receipt whereof he doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *S. M.* his heirs and aſſigns, by theſe preſents, and, for divers other cauſes and conſiderations him hereunto moving, *Hath* bargained and ſold, and by theſe preſents *Doth* bargain and ſell unto the ſaid *S. M. All* and every the part, ſhare, purparty, right, title, intereſt, claim and demand whatſoever, of him the ſaid *J. C.* of, in, to or out of all and ſingular the quit-rents belonging to the manor of, *&c.* and the profits of the ſaid manor, being together of the yearly value of, *&c.* or thereabouts, *And* of, in, to or out of the capital meſſuage or manſion-houſe, with the appurtenances, lying, *&c.* late in the tenure or occupation of *J. O.* eſq; deceaſed, *And* of, in, to or out of all thoſe three meſſuages or tenements lying, *&c.* with their appurtenances, one whereof now is or late was in the occupation of *E. C.* or his aſſigns, and the other two now are or late were in the occupation of, *&c.* and of, in, to or out of all and ſingular ways, paſſages, waters, water-courſes, light, eaſements, privileges, advantages, hereditaments and appurtenances whatſoever, to the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, or any of them belonging or in any wiſe appertaining, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits thereof, and of every part and parcel thereof; *To have and to hold* the ſaid part, ſhare or purparty, right, intereſt, claim and demand of him the ſaid *J. C.* of, in, to or out of the ſaid meſſuages, lands, tenements and hereditaments, their and every of their rights, members and appurtenances, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby bargained and

Conſideration.

Covenant of bargain and ſale. The premiſſes being quit-rents belonging to a manor; and a manſion-houſe, and three other mortgages.

Habendum for a year.

and ſold unto the ſaid *S. M.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during, and unto the full end and term of one whole year from thence next enſuing, and fully to be complete and ended: *Yielding and paying* therefore unto the ſaid *J. C.* his heirs or aſſigns, the rent of one pepper-corn only, on the feaſt day of, *&c.* (if lawfully demanded) and no more, to the intent and purpoſe, that by virtue of theſe preſents, and of the ſtatutes for transferring uſes into poſſeſſion, the ſaid *S. M.* may be in the actual poſſeſſion of all and ſingular the premiſſes herein before mentioned or intended to be hereby bargained and ſold, with their and every of their appurtenances, and be thereby enabled to accept and take a releaſe of the reverſion and inheritance thereof, by indenture tripartite, intended to be made between *D. C.* of *London*, doctor of phyſic, father of the ſaid *J. C.* on the firſt part, the ſaid *J. C.* on the ſecond part, and the ſaid *S. M.* on the third part, and to bear date the day next after the day of the date of theſe preſents. *In witneſs*, &c.

At the rent of a pepper-corn. To the intent the bargainee may be in poſſeſſion, and enabled to take a releaſe of the inheritance of the premiſſes.

The Releaſe.

THIS *Indenture tripartite*, made, &c. *Between D. C.* of *London*, doctor in phyſic, on the firſt part, *J. C.* of, *&c.* linen-draper, one of the ſons of the ſaid *D. C.* on the ſecond part, and *S. M.* of *London*, doctor in phyſic, on the third part. *Whereas J. O.* late of, *&c.* deceaſed, did by his laſt will and teſtament in writing, bearing date on or about, *&c.* (among divers other legacies and bequeſts thereby mentioned) give and bequeath unto the ſaid *J. C.* and eleven others, the ſons and daughters of the ſaid *D. C.* and grandchildren of the ſaid *J. O.* the ſum of 800 *l.* a-piece, to be paid to them as is therein particularly mentioned; *And* alſo gave and bequeathed unto his ſaid grandchildren, after the deceaſe of *A. H.* widow, or to ſuch of them as ſhould be then living, and ſhould attain the ages therein particularly mentioned, and to their heirs for ever, *All* thoſe quit-rents and profits of the manor of, *&c.* being of the yearly value of, *&c.* or thereabouts, *and* alſo gave and bequeathed unto his ſaid, *&c.* as by the ſaid laſt will and teſtament proved and remaining in the prerogative court of *Canterbury*, relation being thereunto had, may more at large appear: *And whereas* by indenture of aſſignment or mortgage, bearing date, *&c.* the ſaid *J. F.* in conſideration of the ſum of, *&c.* to him in hand paid by the ſaid *D. C.* and for other conſiderations therein mentioned, did aſſign and ſet over unto the ſaid *D. C. All* his the ſaid *J. O's.* right, title, intereſt, reverſion, claim and demand, of, in and to all ſuch ſhare or part of the premiſſes as is or are given or bequeathed unto the ſaid *J. C.* or between him and the reſt of his brothers and ſiſters, in and by the ſaid laſt will, *To hold* to the ſaid *D. C.* his executors, adminiſtrators and aſſigns, under a proviſo nevertheleſs to be void on payment of the ſum of, *&c.* upon the day therein mentioned, and now long ſince paſt, as by the ſaid recited indenture of aſſignment, relation being thereunto had, may more at large appear; *And whereas* the ſaid ſum of, *&c.* or any part thereof, hath not been yet paid to the ſaid *D. C.* whereby the eſtate and intereſt of the ſaid *D. C.* of and in the premiſſes,

Recital of a will by which the premiſſes were bequeathed to twelve children.

Recital of an aſſignment by way of mortgage of one twelfth ſhare of the premiſſes.

Habendum to the aſſignee, under a proviſo to be void on payment of the mortgage money, which money, &c. was never paid.

miſſes, became and is abſolute in the law, redeemable nevertheleſs in equity, upon payment of the ſaid principal ſum of, &c. and the intereſt thereof: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum of, &c. of lawful money of *Great Britain*, to the ſaid *D. C.* by the direction and appointment of the ſaid *J. C.* teſtified by his being a party to, and his ſigning and ſealing of theſe preſents, and of the further ſum of 5 *s.* of like lawful money, to the ſaid *J. C.* in hand, or before the ſealing and delivery hereof, by the ſaid *S. M.* well and truly paid, the ſeveral receipts whereof they the ſaid *D. C.* and *J. C.* do hereby reſpectively acknowledge, and thereof, and of every part and parcel thereof, do reſpectively acquit, releaſe and diſcharge the ſaid *S. M.* his heirs, executors and adminiſtrators, by theſe preſents, *He* the ſaid *J. C.* by and with the conſent of the ſaid *D. C.* teſtified by his ſigning and ſealing theſe preſents: *And* alſo the ſaid *C. D. Have*, and each of them *Hath* granted, bargained, ſold, releaſed, aliened and confirmed, and by theſe preſents do, and each of them doth fully and abſolutely grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *S. M.* (in his actual poſſeſſion now being, by virtue of an indenture of bargain and ſale, bearing date the day next before the day of the date of theſe preſents, to him made by the ſaid *J. C.* for the term of one year, commencing from the day next before the day of the date of the ſame indenture, and by force of the ſtatute for transferring uſes into poſſeſſion) and to his heirs, *All* and every the part, ſhare, purparty, right, title, intereſt, claim and demand whatſoever of him the ſaid *J. C.* of, in, to or out of all and every or any of the aforeſaid meſſuages, lands, tenements and hereditaments, with the appurtenances, ſituate, lying and being, &c. or any of them being freehold, which, in or by the laſt will of the ſaid *J. O* deceaſed, were deviſed unto or between the ſaid *J. C.* and the reſt of the children of the ſaid *E. C.* or meant, mentioned or intended ſo to be, in poſſeſſion, reverſion, remainder or otherwiſe, *And* of, in, to or out of all and ſingular grounds, ways, paſſages, waters, water-courſes, lights, eaſements, privileges, advantages, hereditaments and appurtenances whatſoever, to the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, or any of them belonging or in any wiſe appertaining; *And* the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits thereof, and every part and parcel thereof, and alſo all the eſtate, right, title, intereſt, equity of redemption, property, profit, uſe, truſt, claim and demand whatſoever of him the ſaid *J. C.* of, in, or to the ſame every or any part and parcel thereof, by virtue of the ſaid recited will or otherwiſe howſoever, together with all deeds, evidences, writings, eſcripts and muniments whatſoever, which he the ſaid *J. C.* now hath in his hands, cuſtody or power, touching or concerning the ſame, or which he can or may come by without ſuit in law; *To have and to hold* the ſaid part, ſhare and purparty of him the ſaid *J. C.* and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted or releaſed, with their and every of their rights, members and appurtenances, unto the ſaid *S. M.* his heirs and aſſigns for ever, to the only proper uſe and behoof of the ſaid *S. M.* his heirs and aſſigns for ever, ſubject nevertheleſs to the proviſo and condition hereafter mentioned: *And this Indenture further witneſſeth*, that the ſaid *J. C.* and alſo the ſaid *D. C.* with the conſent and by the direction and appointment of the ſaid *J. C.* teſtified as aforeſaid, *Have*, and each of them

Conſideration of this preſent indenture.

Covenant of releaſe of all the premiſſes made by the mortgagor and mortgagee.

The premiſſes.

Alſo all writings, &c.

Habendum in fee ſimple.

Covenant of aſſignment of the before recited indenture of mortgage,

them *Have* bargained, ſold, aſſigned and ſet over, and by theſe preſents do and each of them doth bargain, ſell, aſſign and ſet over unto the ſaid *S. M.* the ſaid recited indenture of aſſignment or mortgage, and all and ſingular the premiſſes thereby aſſigned, or meant, mentioned or intended to be aſſigned, with their and every of their appurtenances, *And* alſo all the part, ſhare, purparty, right, title, intereſt, claim and demand whatſoever of him the ſaid *J. C.* of, in, to or out of the ſeveral leaſehold eſtates, by the ſaid recited will deviſed to the ſaid *J. C.* and the reſt of his ſaid brothers and ſiſters, after the deceaſe of the ſaid *R. C.* their grandmother, and the ſaid *R. C.* their mother, or either of them, or meant, mentioned or intended ſo to be, with their and every of their rights, members and appurtenances, and alſo the ſaid legacy or ſum of, &c. deviſed to him the ſaid *J. C.* and all other legacies and bequeſts whatſoever to him made in or by the ſaid will, and all the part, ſhare, purparty, right, title, intereſt, claim and demand whatſoever of him the ſaid *J. C* of, in, to or out of all or any other or further part of the perſonal eſtate of the ſaid *J. C.* deceaſed, by virtue of the ſaid recited will or otherwiſe howſoever; *To have and to hold* the ſaid recited indenture of aſſignment or mortgage, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby aſſigned, with their and every of their rights, members and appurtenances, unto the ſaid *S. M.* his executors, adminiſtrators and aſſigns, from henceforth, to his and their own proper uſe and behoof, as fully and effectually as he the ſaid *J. C.* might, could, ſhould or ought to hold or enjoy the ſame, by virtue of the ſaid recited will, ſubject nevertheleſs to the proviſo or condition herein after mentioned, (that is to ſay) *Provided always*, and theſe preſents are upon this expreſs condition, *That* if the ſaid *D. C.* and *J. C.* or either of them, their or either of their heirs, executors or adminiſtrators, do or ſhall well and truly pay or cauſe to be paid unto the ſaid *S. M.* his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* on, *&c.* with lawful intereſt for the ſame, after the rate of, *&c. per cent. per annum*, without any deduction or retainement whatſoever, for or by reaſon of taxes or otherwiſe; *And* alſo the ſaid *D. C.* and *J. C.* their heirs, executors, adminiſtrators and aſſigns, do and ſhall well and truly pay and diſcharge all ſuch taxes, rates and aſſeſſments as ſhall be had, rated or aſſeſſed upon the ſaid ſum of, *&c.* or any part thereof, or upon the ſaid *S. M.* his executors, adminiſtrators or aſſigns, for or by reaſon thereof, or which ſhall in any wiſe become due or payable by or from him or them, for or by reaſon of the lending of the ſaid ſum of, *&c.* or any part thereof, upon this preſent mortgage, at any time or times hereafter, until the ſame ſhall be repaid; *Then* and in ſuch caſe this preſent indenture, and the grant, releaſe and aſſignment hereby made, ſhall ceaſe, determine, and be utterly void and of none effect, any thing herein before contained to the contrary thereof in any wiſe notwithſtanding: *And* the ſaid *D. C.* and *J. C.* do for themſelves, their heirs, executors and adminiſtrators, and for every of them, jointly and ſeverally covenant, promiſe and agree, to and with the ſaid *S. M.* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents, in manner and form following, that is to ſay) That they the ſaid *D. C.* and *J. C.* their heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. M.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* of lawful money of *Great*

Habendum to the aſſignee in fee.

Proviſo that the preſent indenture ſhall be void on payment of the money, all taxes, &c.

Covenant to pay the money according to the proviſo.

Great Britain, on the ſaid, &c. without any deduction, defalcation or abatement whatſoever as aforeſaid: *And alſo*, that they the ſaid *D. C.* and *J. C.* or one of them, now have or hath in him or themſelves, good right, full power, and lawful and abſolute authority, to bargain, ſell, releaſe, aſſign, transfer and ſet over, all and ſingular the premiſſes herein before mentioned or intended to be hereby bargained, ſold or releaſed, aſſigned, transferred or ſet over, with their and every of their rights, members and appurtenances, unto the ſaid *S. M.* his executors, adminiſtrators or aſſigns, in manner and form aforeſaid; *And* that if default ſhall happen to be made, of or in payment of the ſaid ſum of, &c. and the intereſt thereof, or any part thereof, at the day or time herein before limited or appointed for payment thereof, that then and from thenceforth, at any time or times after ſuch default, they the ſaid *D. C.* and *J. C.* their heirs, executors, adminiſtrators and aſſigns, and all and every other perſon and perſons, having or lawfully claiming any eſtate, right, title or intereſt, of, in, to or out of the ſaid premiſſes hereby bargained, ſold, releaſed, aſſigned or transferred, or any part or parcel thereof, ſhall and will, upon the reaſonable requeſt of the ſaid *S. M.* his heirs, executors, adminiſtrators or aſſigns, make, do, and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further, better and more abſolute conveying and aſſuring all and ſingular the ſaid hereby bargained, releaſed or aſſigned premiſſes, with their and every of their appurtenances, unto the ſaid *S. M.* his heirs, executors, adminiſtrators and aſſigns, according to the form, and the true intent and meaning of theſe preſents, as by the ſaid *S. M.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required: *And laſtly*, the ſaid *S. M.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *J. C.* his heirs, executors and adminiſtrators, by theſe preſents, that until default ſhall happen to be made, of or in payment of the ſaid ſum of, &c. and the intereſt thereof, or ſome part thereof, he the ſaid *J. C.* his heirs, executors, adminiſtrators and aſſigns, ſhall or may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid hereby bargained, releaſed and aſſigned premiſſes, and every part and parcel thereof, and accept and take the rents, iſſues and profits thereof, to his and their own proper uſe and behoof, without any account to be made or given to the ſaid *S. M.* his executors, adminiſtrators or aſſigns, for or concerning the ſame. *In Witneſs*, &c.

Covenant that the aſſignors have full power to grant, ſell, &c.

Covenant to make further aſſurance upon requeſt, in default of payment.

Covenant for quiet enjoyment, till like default be made.

* *A Mortgage*

A Mortgage of a Plantation in the Weſt-Indies, *with very ſpecial Clauſes.*

THIS *Indenture* made the —— day of —— in the thirtieth year of the reign of our ſovereign lord *George* the Third, by the grace of God, of *Great Britain*, *France* and *Ireland*, king, defender of the faith, and ſo forth, and in the year of our Lord 1790, *Between T. P.* of —— in the county of —— eſq; of the firſt part; *C. F.* of —— in the county of —— ſpinſter, and *E. F.* of —— in the county of —— ſpinſter, which ſaid *C. F.* and *E. F.* are two of the daughters and co-heireſſes of *G. F.* late of —— in the county of —— eſq; deceaſed of the ſecond part; *I. F.* of —— in the county of —— widow and relict of the ſaid *G. F. L. M.* of —— in the county of —— *R. R.* of —— in the county of —— eſq; executors named and appointed in the laſt will and teſtament of the ſaid *G. F.* deceaſed, of the third part; and *S. S.* of —— in the city of —— merchant, of the fourth part [ſeveral prior mortgages to *G. F.* recited]; *And Whereas* the ſaid principal ſums of —— *l.* and —— *l.* and —— *l.* or either of them, and intereſt for the ſame were not paid to the ſaid *G. F.* at the days and times mentioned and appointed for payment thereof, in and by the ſaid ſeveral herein before in part recited indentures, whereby the eſtate and intereſt of the ſaid *G. F.* of and in the ſame hereditaments, became abſolute in law; *And whereas* the ſaid *G. F.* departed this life on or about the — day of which was in the year 17—, having duly made and publiſhed his laſt will and teſtament, in writing, bearing date the —th day of —— then laſt paſt, and appointed his ſaid wife *I. F.* the ſaid *L. M.* *R. R.* and *T H.* executors of his ſaid will, and leaving the ſaid *C. F.* and *E. F.* who then had attained their reſpective ages of 21 years, and *F. F.* an infant, his three daughters and co-heireſſes; *And whereas* the ſaid *T. P.* being in great want of a further ſum of money to keep up the ſtock of the ſaid plantation, and for other neceſſary purpoſes, has applied to the ſaid *G. S.* to advance him the further ſum of 12000 *l.* upon mortgage of the ſeveral plantations, lands, and hereditaments hereafter mentioned, which he has agreed to do, upon condition that all parties intereſted in the ſaid plantations, will conſent and agree to give priority to his mortgage, in manner and upon the contingencies herein after particularly mentioned, which they, in order to enable the ſaid *T. P.* effectually and legally to ſecure the ſaid ſum of 12000 *l.* in manner herein after mentioned, have agreed to do: *Now this Indenture witneſſeth*, that in purſuance and performance of the ſaid recited agreement, and for and in conſideration of the ſum of 4000 *l.* of lawful money of *Great Britain*, part of the ſaid ſum of 12000 *l* to the ſaid *T. P.* in hand, well and truly paid by the ſaid *G. S.* at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid *T. P.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, exonerate, releaſe and for ever diſcharge the ſaid *G. S.* his executors and adminiſtrators, and every of them, by theſe preſents, and for Conſideration.

for ſecuring the repayment of the ſaid ſum of 4000 *l.* and of all ſuch further ſum and ſums of money, to be hereafter advanced by them, or any of them, for the ſtocking and ſupplying with negroes, cattle and ſtores, and otherwiſe for the benefit, culture and improvement of the ſaid plantations, or either of them, not exceeding in the whole, with the ſaid ſum of 4000 *l.* ſo advanced as aforeſaid, the full ſum of 12000 *l.* with intereſt for the ſame, from the reſpective times of advancement thereof, in manner herein after mentioned, he the ſaid *T. P.* hath granted, bargained, ſold, aliened, releaſed, aſſigned and confirmed, and by theſe preſents doth grant, bargain, ſell, alien, releaſe, aſſign and confirm unto the ſaid *G. S.* (ſo much and ſuch part or parts of the ſaid meſſuages, tenements, plantations, lands, hereditaments, and all and ſingular other the premiſſes hereby granted and releaſed, or mentioned and intended ſo to be, as, is, or are freehold, or of the nature of freehold eſtate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, in his actual poſſeſſion, now being by virtue of a bargain and ſale to him thereof made by the ſaid *T. P.* for five ſhillings conſideration, by indenture bearing date the day next before the day of the date of theſe preſents, for one whole year, commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion) and to his heirs, executors, adminiſtrators and aſſigns reſpectively, *All* that and thoſe, *&c. And alſo*, all meſſuages, tenements, edifices, erections, buildings, houſes, ſtore-houſes, ſugar-houſes, boiling houſes, curing-houſes, mill and kilns erected, built, ſtanding and being, or to be erected, built, ſtanding or being in or upon the ſaid two ſeveral plantations, lands, grounds, hereditaments and premiſſes, every or any part thereof, with their and every of their rights, privileges, members and appurtenances; *And alſo* all negroes and other ſlaves, men, and women, and children, in the ſchedule hereunto annexed, particularly mentioned and deſcribed, and the increaſe *and* progeny of the ſame negroes and ſlaves, and all other negroes and ſlaves of every age, ſex and capacity, with all and every of their preſent and future iſſue; and alſo all horſes, cows, mules, oxen, ſheep, and other cattle whatſoever, and all coppers, ſtews, ladles, ſkimmers, potting-ſons, ſugar pots, ſtills, ſtill heads, worms, worm tubs, coolers, ciſterns, plantation tools, and all other implements, goods and chattels and all ways, paths and other paſſages, wells, aqueducts, waters, water-courſes, trees, woods, underwoods, and the ground and ſoil thereof, hedges, ditches, mounds, fences, commons, rights of common, liberties, privileges, profits, commodities, emoluments, advantages, hereditaments and appurtenances whatſoever, unto the ſaid meſſuages, buildings, plantations, lands, grounds, hereditaments, and all and ſingular other the premiſſes hereby or mentioned and intended to be hereby granted, releaſed, bargained, ſold and aſſigned, every or any of them, or any part or parcel thereof belonging, or in any wiſe appertaining, or with them, or any of them, held, uſed, occupied, poſſeſſed or enjoyed, or accepted, reputed, deemed, taken or known, as part or parcel of them, or of any of them, or appurtenant thereto, and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues, profits and produce of all and ſingular the ſaid ſeveral meſſuages or tenements, plantations, lands, negroes, ſlaves, cattle, utenſils, hereditaments

Transfer.

General words.

ents and premiſſes herein before by theſe preſents granted, bargained, ld, releaſed and aſſigned, or mentioned and intended ſo to be, and of very part and parcel thereof; *And alſo* all the eſtate, right, title, inteſt, inheritance, equity of redemption, uſe, truſt, property, claim and emand whatſoever, both at law and in equity, and in poſſeſſion, remainder, reverſion, expectancy or otherwiſe howſoever of him the ſaid *T.* P. of, in, to, or out of the ſaid meſſuages, buildings, plantations, nd, grounds, negroes, ſlaves, cattle, utenſils, hereditaments and ther the premiſſes hereby or mentioned and intended to be hereby granted, bargained, ſold and releaſed, or any of them, or any part or parcel hereof, *To have and to hold* ſo much and ſuch part or parts of the ſaid meſſuages, buildings, two ſeveral plantations, lands, grounds, negroes, ves, cattle, utenſils, hereditaments and all and ſingular other the premiſſes hereby or mentioned and intended to be hereby granted, bargained, ſold, aſſigned and releaſed as is or are freehold, or of the nature f an eſtate of freehold and inheritance, and every part hereof, with the appurtenances thereunto belonging, unto the ſaid *G.* his heirs and aſſigns, to the uſe and behoof of him the ſaid *G. S.* his irs and aſſigns for ever, and to have and to hold ſo much and ſuch rt or parts of the ſaid premiſſes hereby granted, bargained, ſold and igned, or intended ſo to be, as is or are perſonal eſtate, or of the nare of a chattel intereſt, and every part thereof, with the appurtenances ereto belonging, unto the ſaid *G. S.* his executors, adminiſtrators and ſigns, for his and their own uſe and benefit, ſubject to the proviſo and greement next herein after contained for redemption of the premiſſes; hat is to ſay) *Provided always nevertheleſs*, and it is hereby declared d agreed by and between the ſaid parties to theſe preſents, that if the ſaid *T. P.* his heirs, executors or adminiſtrators, or any of them, ſhall nd do well and truly pay or cauſe to be paid unto the ſaid *G. S.* his exeutors, adminiſtrators and aſſigns, at or in the common dining-hall of the *Middle Temple, London*, the full and juſt ſum of 4600*l.* of lawful oney of *Great Britain*, without any deduction or abatement out of e ſame, or any part thereof, for or in reſpect of any taxes, charges, ſeſſments, payments or other matter, cauſe or thing whatſoever taxed, arged, aſſeſſed or impoſed, or to be taxed, charged, aſſeſſed or imſed upon the ſaid meſſuages, buildings, plantations, lands, grounds, egroes, ſlaves, cattle, utenſils, hereditaments and other the premiſſes reby or mentioned and intended to be hereby granted, bargained, ſold, igned and releaſed, reſpectively, or any of them, or upon the ſaid *S.* his heirs, executors, adminiſtrators or aſſigns, reſpectively, for in reſpect thereof, by authority of parliament, act of aſſembly or herwiſe howſoever, the ſaid ſum of 4000*l.* with the intereſt thereof aforeſaid, to be paid in manner following, (that is to ſay) the ſum of 00*l.* being the firſt year's intereſt, for the ſaid ſum of 4000*l.* on the —— day of —— which will be in the year 1791, the further ſum of 00*l.* for another year's intereſt thereof, on the —— day of —— which ill be in the year 1792, *&c. &c. &c.* and the ſum of 4200*l.* being e reſidue and remainder thereof, on the —— day of —— which will in the year 1797, and alſo all and ſingular ſuch further and other ſums money not exceeding in the whole, with the ſaid ſum of 4000*l.* the id principal ſum of 12000*l.* as he the ſaid *G. S.* ſhall hereafter lay ut, advance or pay (at the requeſt and with the conſent of the ſaid *J. P.* his

Habendum.

Proviſo for redemption.

P. his heirs or aſſigns,) for providing and furniſhing negroes, cattle and ſtores, for the working and improving of the ſaid plantations, or either of them, or in the diſcharge of any contract or debt already made or incurred for that purpoſe, together with intereſt for the ſame at and after the rate aforeſaid to be computed from the reſpective times of payment or advancement thereof, and all further ſum or ſums of money not exceeding the ſum of 12000*l.* with the intereſt thereof hereafter to be advanced as aforeſaid, to be paid in the ſame manner and at the ſame days and times as the ſaid ſum of 4000*l.* and the intereſt thereof is made payable, it being the intention of theſe preſents, and the parties hereto, that the ſaid ſum of 4000*l.* already advanced, and the ſaid ſum of 8000*l.* making together the ſaid ſum of 12000*l.* hereby agreed to be advanced as aforeſaid, or ſo much thereof as ſhall from time to time hereafter be advanced, ſhall be paid on the —— day of —— which will be in the year of our Lord 1797, with intereſt for the ſame at the rate aforeſaid in the mean time, then and in ſuch caſe he the ſaid *G. S.* his executors, adminiſtrators or aſſigns, ſhall and will at any time or times thereafter, upon the requeſt, and at the coſts and charges in the law of the ſaid *T. P.* his heirs, executors, adminiſtrators or aſſigns, reſpectively re-convey and re-aſſure ſo much and ſuch part or parts of the ſaid meſſuages, buildings, plantations, lands, grounds, negroes, ſlaves, cattle, utenſils, hereditaments and other the premiſſes mentioned and intended to be hereby granted, bargained, ſold and releaſed, with their appurtenances, as is or are freehold, or of the nature of an eſtate of freehold and inheritance, and every part thereof, with the appurtenances thereto belonging, unto the ſaid *T. P.* his heirs or aſſigns, and ſo much and ſuch part or parts of the ſaid premiſſes granted, bargained and ſold, or intended ſo to be, as is or are perſonal eſtate, or of the nature of a chattel-intereſt, and every part thereof, with the appurtenances thereto belonging, unto the ſaid *T. P.* his executors, adminiſtrators or aſſigns, or as he or they ſhall in that behalf reſpectively direct or appoint, free from all incumbrances made or done, or to be made or done by the ſaid *G. S.* his heirs, executors, adminiſtrators or aſſigns, or any other perſon or perſons lawfully claiming or to claim, by, from or under him, them or any of them, any thing herein contained to the contrary thereof in any wiſe notwithſtanding; *And* the ſaid *T. P.* for himſelf, his heirs, executors and adminiſtrators, doth promiſe, covenant, grant and agree, to and with the ſaid *G. S.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner following, (that is to ſay) that he the ſaid *T. P.* his heirs, executors or adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *G. S.* his executors, adminiſtrators or aſſigns, the ſaid ſum of 4000*l.* now advanced, and all further and other ſums or ſum of money hereafter to be advanced by him the ſaid *G. S.* as aforeſaid, at ſuch times and place, and in ſuch manner and form as are herein before mentioned for payment thereof, without any deduction or abatement for taxes or otherwiſe, as aforeſaid, according to the purport of the aforeſaid proviſo, and the true intent and meaning of theſe preſents; *And* alſo ſhall and will, at his and their proper coſts and charges, bear, ſatisfy and pay all ſuch taxes, charges, aſſeſſments and payments as aforeſaid, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified, the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, and every of

Covenant for payment of the money,

and taxes.

of them reſpectively, and the ſaid ſum of —— *l.* and alſo all and ſingular further and other ſum and ſums to be paid and advanced as aforeſaid, with intereſt for the ſame, at the rate aforeſaid, and alſo all ſuch coſts, charges, damages and expences to be incurred, as aboveſaid, for ever, by theſe preſents; *And* that he the ſaid *T. P.* now is, and ſtands lawfully, rightfully and abſolutely ſeiſed of and in, or well and ſufficiently intitled unto the ſaid meſſuages, buildings, plantations, lands, grounds, hereditaments and other the freehold premiſſes mentioned and intended to be hereby granted and releaſed as aforeſaid, with their and every of their appurtenances, of a good, ſure, perfect, abſolute and indefeaſible eſtate of inheritance in fee-ſimple in poſſeſſion, without any manner of condition, contingent proviſo, power of limitation, new or other uſe or uſes, or any other reſtraint, matter, cauſe or thing whatſoever, (except as herein after excepted) to alter, change, charge, defeat, incumber, revoke, or make void the ſame; *And alſo* that he the ſaid *T. P.* now hath in himſelf good right, full power, and lawful and abſolute authority to grant, bargain, ſell, aſſign and releaſe the ſaid meſſuages, buildings, plantations, lands, grounds, negroes, ſlaves, cattle, utenſils, hereditaments and other the premiſſes reſpectively herein before mentioned to be hereby granted, bargained, ſold, releaſed and aſſigned reſpectively unto and to the uſe of the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, in manner aforeſaid, and according to the true intent and meaning of theſe preſents (except as is herein after excepted) *And further*, that it ſhall and may be lawful to and for the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, reſpectively, from time to time, and at all times, from and after default ſhall happen to be made, of or in payment of the ſaid ſum of 4000 *l.* now advanced, or any further or other ſum or ſums hereafter to be advanced by him the ſaid *G. S.* as aforeſaid, or any part of them, or of the intereſt thereof, or any part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant herein before contained for payment of the ſame, and the true intent and meaning of theſe preſents, peaceably and quietly to enter upon, and have, hold and enjoy, all the ſaid meſſuages, buildings, plantations, lands, grounds, negroes, ſlaves, utenſils, hereditaments and other the premiſſes herein before mentioned to be by the ſaid *T. P.* granted, bargained, ſold, releaſed and aſſigned, reſpectively, with their appurtenances, and receive and take the rents, iſſues, profits and produce thereof, and of every part thereof, to and for his and their own uſe and benefit, without any let, ſuit, trouble, interruption or diſturbance whatſoever, of, from or by the ſaid *T. P.* his heirs, executors or adminiſtrators, or any other perſon or perſons whomſoever, and that free and clear, and freely, clearly and abſolutely acquitted, exonerated and diſcharged, or by the ſaid *T. P.* his heirs, executors or adminiſtrators, ſaved, defended, kept harmleſs and indemnified, of, from and againſt all and all manner of former and other gifts, grants, bargains, ſales, leaſes and releaſes, mortgages, ſettlements, jointures, dowers, right and title of dower, uſes, intails, truſts, rents, arrears of rent, ſtatutes, recognizances, judgments, elegits, extents, executions, debts of record, debts due to the king's majeſty, forfeitures, re-entries, cauſe and cauſes of forfeiture and re-entry, and of and from and againſt all other charges and incumbrances whatſoever, had, made, committed, ſuffered or done by him the ſaid *T. P.* his heirs,

Seiſed in fee.

Hath good right to convey.

Quiet enjoyment.

Free from incumbrances.

Exceptions.

heirs, executors, adminiſtrators or aſſigns, or by any other perſon or perſons whomſoever, except the within mentioned two ſeveral indentures bearing date reſpectively on or about the —— day of —— and the —— day of —— whereby the ſaid *T. P.* for the conſiderations therein mentioned, did grant, bargain and ſell the ſaid meſſuages, buildings, plantations, lands, grounds, hereditaments and other the premiſes hereby or mentioned to be hereby granted, bargained, ſold, aſſigned and releaſed, with their appurtenances, by way of mortgage, unto the ſaid *G. F.* ſince deceaſed, his heirs, executors, adminiſtrators and aſſigns, reſpectively, for ſecuring to the ſaid *G. F.* his executors, adminiſtrators and aſſigns, the ſaid ſum of —— *l.* principal money, with intereſt for the ſame, as before mentioned; *And alſo* except the ſaid indenture bearing date the —— day of —— which was in the year —— whereby the ſaid *T. P.* for the conſideration therein mentioned charged the ſame hereditaments and premiſſes, with their appurtenances, by way of mortgage, with the payment of the further ſum of —— *l.* principal money, with intereſt for the ſame, as before mentioned, to the ſaid *G. F.* *And alſo* except the ſaid indenture bearing date on or about the —— day of —— in the preſent year —— whereby the ſaid *T. P.* for the conſideration therein mentioned, charged the ſame hereditaments and premiſſes, with their appurtenances, by way of mortgage, with the payment of the further ſum of —— *l.* with intereſt for the ſame as before mentioned, unto the ſaid *J. F.* widow, *L. M. R. R. &c.* as aforeſaid, which ſaid ſeveral laſt mentioned mortgages and charges are intended to be herein after poſtponed in certain events herein after particularly mentioned, and not otherwiſe, until after the ſaid ſum of 4000*l.* now advanced, or any further ſum or ſums to be hereafter advanced by the ſaid *G. S.* not exceeding the ſum of 12000 *l.* and intereſt thereof, ſhall have been paid and ſatisfied as herein before is mentioned; *And* the ſaid *T. P.* doth for himſelf, his heirs, executors and adminiſtrators, hereby further promiſe, grant and agree, to and with the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, that he the ſaid *T. P.* his heirs, executors, adminiſtrators and aſſigns reſpectively, and all other perſon or perſons, except the ſaid *J. H. L. M. R. R.* their heirs, executors, adminiſtrators and aſſigns, for and in reſpect of the ſeveral recited mortgages and ſecurities herein before excepted, having or lawfully claiming, or who ſhall or may have or lawfully claim any eſtate, right, title, truſt or intereſt, either at law or in equity, of, in, to or out of the ſaid meſſuages, buildings, plantations, lands, grounds, negroes, ſlaves, hereditaments and premiſſes mentioned and intended to be hereby granted, bargained, ſold, aſſigned and releaſed, reſpectively, or any of them, or any part thereof, ſhall and will from time to time, and at all times from and after default ſhall happen to be made of and in payment of the ſaid ſum of 4000*l.* now advanced, or any part thereof, or of or in any ſum or ſums hereafter to be advanced as aforeſaid, not exceeding in the whole the ſaid principal ſum of 12000*l.* and intereſt thereof, and of any part thereof, contrary to the form and effect of the aforeſaid proviſo and covenant for payment of the ſame, and the true intent and meaning of theſe preſents, upon every reaſonable requeſt and at the proper coſts and charges in the law of the ſaid *T. P.* his heirs, executors, adminiſtrators and aſſigns, make, do, acknowledge, ſuffer and execute, perform, perfect and finiſh, or cauſe and procure to be made, done, acknowledged,

Further aſſurance.

acknowledged, levied, ſuffered and executed, performed, perfected and finiſhed all and every ſuch further and other lawful and reaſonable act or acts, deed or deeds, thing and things, conveyances, releaſes and aſſurances in the law whatſoever, for the further, better, more perfect and abſolute conveying, granting, bargaining, ſelling, aſſigning, releaſing, aſſuring and ſure-making all and ſingular the ſaid meſſuages, buildings, plantations, lands, grounds, negroes, ſlaves, utenſils, hereditaments and other the premiſſes herein before by theſe preſents granted, bargained, ſold, aſſigned, releaſed and conveyed, or mentioned and intended ſo to be, with their and every of their appurtenances, unto and to the uſe and behoof of the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, in manner aforeſaid, be the ſame by deed or deeds inrolled or not inrolled, or otherwiſe howſoever, freed and abſolutely diſcharged of and from the aforeſaid proviſo and agreement herein before contained, and all proviſoes and agreements for redemption of the ſame premiſſes, or any part thereof, as by the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, or his or their counſel learned in the law, ſhall be reaſonably adviſed or deviſed and required; *And alſo* that he the ſaid *T. P.* his executors and adminiſtrators, ſhall and will from time to time, and at all times hereafter during the continuance of the ſaid mortgage, well and ſufficiently ſupport, maintain, and keep in good and ſufficient repair, the ſaid meſſuages, plantations and premiſſes; and alſo ſhall and will at all times during the continuance of the ſame mortgage, keep up, preſerve, renew and replace as often as need ſhall require, the ſtock of negroes, mules, cattle, coppers, mills, ſtills, and all other implements and utenſils of and belonging to, and proper for the ſaid two ſeveral plantations and premiſſes, and every part thereof, and ſhall and will from time to time, and at all times during the continuance of the ſaid mortgage, convey, aſſign and aſſure, according to the nature and quality thereof, all ſuch new ſtock as ſhall or may be purchaſed within a reaſonable time after the purchaſe thereof, unto the ſaid *G. S.* his heirs, executors, adminiſtrators and aſſigns, or ſome or one of them, according to the nature or quality thereof, ſubject nevertheleſs to the proviſo and agreement for redemption herein before expreſſed of and concerning the ſaid mortgaged hereditaments and premiſſes; *And* it is hereby declared and agreed, by and between all the ſaid parties to theſe preſents, that in the mean time and until default ſhall happen to be made of or in payment of the ſaid ſum of 4000*l.* now advanced, or ſome part thereof, contrary to the form or effect of the ſame proviſo and covenant herein before contained for payment of the ſame, it ſhall and may be lawful to and for the ſaid *T. P.* and his heirs, peaceably and quietly to have, hold and enjoy the ſaid meſſuages, buildings, plantations, lands, grounds, negroes, ſlaves, cattle, utenſils, heredicaments and other the premiſſes mentioned and intended to be hereby granted, bargained, ſold, aſſigned and releaſed, and to receive and take the rents, produce and profits thereof, and of every part thereof, to and for their own uſe and benefit, without the lawful let, ſuit, trouble or interruption of or by the ſaid *G. S.* his heirs, executors, adminiſtrators or aſſigns, or any of them, or of or by any other perſon or perſons lawfully claiming or to claim, from, by or under, or in truſt for him, them, or any of them. *And this Indenture further witneſſeth*, that for the better and more effectually ſecuring the payment of the ſaid ſum of 4000*l.* and the intereſt now

Keep the plantation and ſtock in proper order.

That mortgagor ſhall enjoy until default of payment.

To poſtpone prior mortgages.

now advanced by the ſaid *G. S.* and all further ſums and ſum to be advanced as aforeſaid, not exceeding the ſaid ſum of 12000 *l.* and the intereſt thereof, after the rate aforeſaid, to the ſaid *G. S.* his executors, adminiſtrators and aſſigns, at the times and place, and in manner aforeſaid, the ſaid *C. F.* for herſelf, her heirs, executors and adminiſtrators, and the ſaid *E. F.* for herſelf, her heirs, executors and adminiſtrators, and the ſaid *J. F.* for herſelf, her heirs, executors and adminiſtrators, and the ſaid *L. M.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *R. R.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *T. H.* for himſelf, his heirs, executors and adminiſtrators, do, and each of them doth, ſeverally and reſpectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and adminiſtrators of the other or others of them, but each of them for herſelf and himſelf, and her and his own acts, deeds, heirs, executors and adminiſtrators only, and ſo far as they reſpectively can, and lawfully may covenant, promiſe and agree, to and with the ſaid *G. S.* his heirs and aſſigns, that *They* the ſaid *C. F. E. F. J. F. J. K. L. M. R. R.* and *T. H.* or any of them, or any of their heirs, executors, adminiſtrators and aſſigns, ſhall not, or will, during ſuch time as the ſaid ſum of 4000 *l.* and the intereſt thereof, or any part thereof reſpectively, now advanced, or any further ſum or ſums to be advanced by them the ſaid *G. S.* not exceeding in the whole the ſum of 12000 *l.* and intereſt for the ſame, ſhall be due and owing on this preſent mortgage or ſecurity, take out execution upon any judgment or judgments, or file any bill or bills of foreclоſure, or commence any proceedings either at law or in equity, for recovering the ſaid ſums of —— and —— *&c.* ſo due to them as aforeſaid, but that the ſaid ſum of 4000 *l.* and other ſum or ſums to be advanced as aforeſaid, not exceeding in the whole the ſaid ſum of 12000 *l.* and intereſt for the ſame, ſhall take place and be paid before the ſaid ſeveral ſums of —— *l.* —— *l.* —— *l.* —— *l.* and —— *l.* ſo advanced on mortgage of the ſaid hereditaments and premiſſes herein before mentioned and intended to be hereby granted, releaſed and aſſigned, and the intereſt thereof reſpectively; and all mortgages, judgments and ſecurities for the ſame reſpectively; *And* that in every caſe and event the payment of the ſaid ſeveral and reſpective ſums of —— *l.* —— *l.* —— *l.* and —— *l.* each and every of them, and the intereſt thereof reſpectively, ſhall be poſtponed until the ſaid ſum of 4000 *l.* now advanced, and all further ſum and ſums to be advanced as aforeſaid, not exceeding the ſaid ſum of 12000 *l.* and intereſt thereof, and every part thereof, ſhall be fully paid and diſcharged, ſo as to give the ſaid ſum of 12000 *l.* and the intereſt thereof, or ſo much thereof as ſhall be advanced as aforeſaid, a priority to the ſaid ſums of —— *l.* —— *l.* —— *l.* and —— *l.* and the intereſt thereof, and of each and every of them reſpectively; and alſo that the ſaid *C. F. E. F. L. M. R. R. T. H.* and *G. S.* or their aſſigns, ſhall not claim the ſaid ſeveral ſums of —— *l.* —— *l.* —— *l.* and —— *l.* or the intereſt thereof, or of any of them reſpectively, or any part thereof, out of the ſaid hereditaments and premiſſes hereby granted, bargained, ſold, aſſigned and releaſed reſpectively, or mentioned and intended ſo to be, until the ſaid ſum of 12000 *l.* and the intereſt thereof as ſhall have been advanced as aforeſaid, ſhall be fully paid unto the ſaid *G. S.* his executors, adminiſtrators and aſſigns; *And* it is hereby further agreed by and

between

between all the ſaid parties to theſe preſents, that the ſaid *C. F.* and *E F.* ſhall, from the day of the date of theſe preſents ſtand ſeiſed and poſſeſſed of the ſaid meſſuages, buildings, plantations, grounds, hereditaments and all and ſingular other the premiſſes mentioned and intended to be hereby granted and releaſed, and bargained, ſold and aſſigned reſpectively, with t eir and every of their appurtenances, *In Truſt* for ſecuring to him the ſaid *G. S.* his heirs and aſſigns, in manner aforeſaid, the ſaid ſum of 4000 *l.* now advanced, and paid by him, and all other ſum or ſums to be hereafter advanced as aforeſaid, not exceeding in the whole the ſaid ſum of 12000 *l.* clear of all deductions whatſoever; *And* alſo intereſt for the ſame, and any part thereof, from the time of the advancement thereof, until payment of the principal, after the rate of —— *l. per cent. per annum*, by half yearly payments, at the days and times, and in ſuch manner as the ſame is ſecured and made payable to the ſaid *G. S.* his executors, adminiſtrators and aſſigns, by theſe preſents in priority, and before the ſaid ſeveral and reſpective ſums of —— *l.* —— *l.* —— *l* and —— *l.* and the intereſt thereof, and of every part thereof, herein before mentioned and intended to be hereby poſtponed as aforeſaid; *And* it is hereby further declared and agreed by and between all the ſaid parties to theſe preſents, and the ſaid *T. P.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree, with and to the ſaid *G. S.* his executors, adminiſtrators and aſſigns, that for the better and more effectually ſecuring unto the ſaid *G. S.* his executors, adminiſtrators and aſſigns, the punctual payment of the growing intereſt of the ſaid ſum of 4000 *l.* now advanced, and of ſuch future ſum or ſums as ſhall be hereafter advanced by him, not exceeding the ſaid ſum of 12000 *l.* as aforeſaid, at the days and times, and in manner herein before mentioned, the produce and profits of the ſaid two ſeveral plantations, hereditaments and premiſſes, ſhall from time to time as the ſame ſhall ariſe, during the continuance of the ſaid mortgage to the ſaid *G. S.* be conſigned unto him the ſaid *G. S.* his executors, adminiſtrators or aſſigns, to be ſold; *And* that the ſaid *G. S.* his executors, adminiſtrators and aſſigns, ſhall ſtand poſſeſſed of and intereſted in the monies to be received on the ſale thereof, upon the truſts, and to the intents and purpoſes following, that is to ſay, *Upon Truſt*, in the firſt place, to retain and pay himſelf or themſelves the half yearly intereſt of the ſaid principal ſum of 4000 *l.* now advanced, and of ſuch other ſum or ſums as ſhall hereafter be advanced in purſuance of the agreement herein before mentioned, not exceeding the ſum of 12000 *l.* as aforeſaid. *And* from and after payment thereof, then upon truſt, in the next place, to pay and diſpoſe of the reſt of the ſaid monies ſo received by him the ſaid *G. S.* his executors or adminiſtrators, as aforeſaid, unto the ſaid *T. P.* his executors or adminiſtrators, or as he or they ſhall direct or appoint. *In Witneſs*, &c.

That former mortgagees ſhall ſtand poſſeſſed of premiſſes for benefit of preſent mortgagee.

Conſignments to be made to the mortgagee.

Leaſe

Leaſe for a Year between H. C. *the Huſband, of the one Part, and* R. C. *of the other Part.*

The Indenture of Grant and Releaſe by Way of Mortgage, with a Covenant to levy a Fine, and other ſpecial Covenants.

Covenant of grant and releaſe. Conſideration. Recital of the bargain and ſale.

THIS *Indenture*, made, *&c. Between H. C.* of *London*, wine-cooper, and *M.* his wife, of the one part; and *R. C.* citizen and draper of *London*, of the other part; *Witneſſeth*, that the ſaid *H. C.* and *M.* his wife, for and in conſideration of the ſum of, *&c.* of lawful, *&c.* to the ſaid *H. C.* in hand, at or before the ſealing hereof by the ſaid *R. C.* well and truly paid, the receipt whereof he the ſaid *H. C.* doth hereby acknowledge, and thereof, and of and from every part and parcel thereof, doth acquit, exonerate and diſcharge the ſaid *R. C.* his heirs, executors and adminiſtrators, and every of them by theſe preſents, and for divers other good cauſes and conſiderations them the ſaid *H. C.* and *M.* his wife hereunto moving, *Have* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Do* grant, bargain, ſell, alien, releaſe and confirm unto the ſaid *R. C.* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by the ſaid *H. C.* by indenture, bearing date the day next before the day of the date of theſe preſents, for the term of one whole year, commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by virtue of the ſtatute for transferring uſes into poſſeſſion) and to his heirs, *All* that meſſuage, houſe or tenement, with the appurtenances, *(prout* in leaſe *pro anno uſque To have*, &c. and all rent and rents, yearly and other profits reſerved, due and payable upon any demiſe, leaſe or grant, demiſes, leaſes or grants heretofore made of the premiſſes, or of any part or parcel thereof; *And* all the eſtate, right, title, intereſt, truſt, claim and demand whatſoever, either in law or in equity, of them the ſaid *A. C.* and *M.* his wife, of, in, and to the premiſſes, and every or any part or parcel of the ſame, together with all deeds, evidences, eſcripts and writing whatſoever, touching or concerning the premiſſes, or any part or parcel thereof; *All* which ſaid hereby granted and releaſed premiſſes were formerly part of the eſtate of dame *E. H.* of the city of *Weſtminſter*, widow, who by her laſt will and teſtament deviſed the ſame, (among other things) to *B. R.* eſq; Sir *R. E.* knt. Sir *J. H.* bart. and *J. T.* eſq; her four grand children, of whom the ſame were afterwards purchaſed by *S. C.* of *Gray's Inn*, in the county of *Middleſex*, gent. and were conveyed to him by bargain and ſale, inrolled in the high court of chancery, bearing date, *&c.* and the ſaid *J. C.* by his laſt will and teſtament bequeathed the ſame to the ſaid *H. C.* his nephew, and to his heirs and aſſigns for ever, ſubject nevertheleſs to the payment of his debts and legacies, in ſuch manner as by the ſaid will is ordered and directed; *To have and to hold* the ſaid meſſuage, houſe or tenement, and all and ſingular other the premiſſes hereby granted and releaſed, or meant, mentioned or intended to be hereby granted or releaſed, with their

Habendum to the uſe of the releſſee in fee.

their and every of their rights, members and appurtenances, unto the ſaid *R. C.* his heirs and aſſigns for ever, to the only proper uſe and behoof of the ſaid *R. C.* his heirs and aſſigns for ever: *Provided always* that if the ſaid *H. C.* his heirs, executors, adminiſtrators or aſſigns, ſhall, and do well and truly pay or cauſe to be paid unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* of lawful *Engliſh* money upon, *&c.* next enſuing the date hereof, at or in the dwelling-houſe of the ſaid *R. C.* ſituate, *&c.* without any deduction, defalcation or abatement to be made for or in reſpect of any taxes, charges, aſſeſſments, contributions, rates, or other matter or thing whatſoever, ordinary or extraordinary, which now are or hereafter ſhall or may be laid, aſſeſſed, taxed or impoſed by authority of parliament, or by any other authority or power in any wiſe howſoever; *That* then and from thenceforth this preſent indenture, and all the eſtate and intereſt hereby granted and conveyed, ſhall ceaſe, determine, and be abſolutely void and fruſtrate, to all intents and purpoſes: *And* the ſaid *H. C.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following; (that is to ſay) that he the ſaid *H. C.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* and every part and parcel thereof, at the day and place herein before limited and appointed for payment thereof, without any deduction, defalcation or abatement as aforeſaid; *And alſo* ſhall and will in the mean time, and until the ſaid ſum of, *&c.* be fully paid and ſatisfied, bear, pay and diſcharge all ſuch rates, taxes, charges and aſſeſſments, which ſhall or may be taxed, laid, rated or aſſeſſed by authority of parliament, or otherwiſe howſoever, upon the ſaid ſum of, *&c.* or any intereſt hereafter to grow due for the ſame, or any part thereof, or upon the ſaid *R. C.* his executors, adminiſtrators or aſſigns, for or in reſpect thereof, or any part thereof, or otherwiſe ſhall and will well and ſufficiently ſave, defend, keep harmleſs and indemnified, the ſaid *R. C.* his heirs, executors, adminiſtrators and aſſigns, of, from and againſt the ſame, and all penalties, forfeitures and damages, that ſhall or may ariſe, happen or be incurred for or by reaſon of the non-payment thereof; *And* that the ſaid *H. C.* at the time of the ſealing and delivery of theſe preſents, is the ſole, true and lawful owner and proprietor of the ſaid meſſuage, houſe or tenement, and premiſſes, hereby granted and releaſed, or meant, mentioned or intended to be hereby granted and releaſed, and every part and parcel thereof, and ſolely, lawfully and rightfully ſeiſed thereof, and of every part and parcel thereof, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any condition, proviſo or limitation of uſe or uſes, or other reſtraint, matter or thing whatſoever, to determine, alter, change, or defeat the ſame: *And* that he the ſaid *H. C.* and the ſaid *M.* his wife, or one of them, now have or hath good right or title to grant and releaſe all and ſingular the premiſſes herein before mentioned or intended to be hereby granted or releaſed, with their and every of their rights, members and appurtenances, unto the ſaid *R. C.* his heirs and aſſigns, in manner and form aforeſaid: *And further*, that if default ſhall happen to be made, of or in payment of the ſaid money, herein before covenanted to be paid, or of any part thereof, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *R. C.* his heirs and aſſigns,

Proviſo, to be void on payment of a ſum of money.

Covenant for payment of the money.

Covenant to pay all taxes till payment.

Covenant that the grantor is lawfully poſſeſſed of the premiſſes;

and hath full power to grant, *&c.*

Covenant for the grantee to enter upon failure of payment.

affigns, into and upon all and ſingular the premiſſes, with their and every of their rights, members and appurtenances, to enter, and the ſame from thenceforth peaceably and quietly to have, hold and enjoy, and the rents, iſſues and profits thereof to receive and take, without any let, trouble, hindrance, eviction, expulſion or interruption, of or by the ſaid *H. C.* his heirs or aſſigns, or any other perſon or perſons whatſoever: *And* that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *H. C.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, from time to time well and ſufficiently ſaved, kept harmleſs and indemnified of and from all manner of former and other bargains and ſales, gifts, grants, jointures, dowers, intails, leaſes, mortgages, eſtates, titles, troubles, debts, legacies, charges and incumbrances whatſoever: *And likewiſe*, that he the ſaid *H. C.* and the ſaid *M.* his wife, ſhall and will, at the coſts and charges of the ſaid *H. C.* before the end of *Michaelmas* term next, acknowledge and levy in due form of law in his majeſty's court of common pleas at *Weſtminſter*, one fine *ſur conuſance de droit come ceo, &c.* to be ingroſſed, recorded and ſued forth with proclamations, according to the laws and ſtatutes of *England* in ſuch caſe made and provided, and according to the uſual courſe of fines, in ſuch caſe uſed and accuſtomed, unto the ſaid *R. C.* and his heirs, of all that the ſaid meſſuage, houſe or tenement, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted and releaſed, with their and every of their rights, members and appurtenances, by ſuch name and names, and ſuch other deſcriptions as ſhall be thought requiſite or needful in that behalf: *And* that the ſaid *R. C.* his heirs and aſſigns, and all and every other perſon or perſons having or lawfully claiming any eſtate, right, title or intereſt, of, in, to or out of the ſaid hereby granted and releaſed premiſſes, or any part or parcel thereof, ſhall and will, at any time after breach or default ſhall happen to be made of or in payment of the money herein before covenanted to be paid, or any part thereof, upon the reaſonable requeſt of the ſaid *R. C.* his heirs or aſſigns, at the proper coſts and charges in the law of him the ſaid *R. C.* his heirs, executors or adminiſtrators, make, do, acknowledge, levy, ſuffer and execute all and every ſuch further and other act and acts, thing and things, deviſes and aſſurances in the law whatſoever, for the better and more ſure and abſolute conveying and aſſuring of all and ſingular the ſame premiſſes, with their and every of their rights, members and appurtenances, unto the ſaid *R. C.* his heirs and aſſigns, according to the true intent and meaning of theſe preſents, as by the ſaid *R. C.* his heirs or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed adviſed or required: *And* it is hereby covenanted, declared and agreed by and between all the ſaid parties to theſe preſents, that the ſaid fine ſo as aforeſaid, or in any other manner to be acknowledged or levied, and all and every other fine or fines, recoveries, conveyances and aſſurances, of or concerning the premiſſes, or any part thereof, had, made, or ſuffered, or to be had, made or ſuffered, by and between the ſaid parties to theſe preſents, or any of them, and the force and execution of the ſame, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed and taken to be and enure, to the only proper uſe and behoof of the ſaid *R. C.* his heirs, and aſſigns for ever, ſubject nevertheleſs to the proviſo or condition of redemption herein above mentioned and expreſſed: *And* the ſaid *R. C.* for himſelf,

Covenant that premiſſes are free from incumbrances.

Covenant to levy a fine of all the premiſſes, to the uſe of the grantee.

Covenant in default of payment to make ſuch further aſſurance as counſel ſhall adviſe.

Covenant declaring the uſes of the fine.

his

his heirs and aſſigns, doth covenant and promiſe, to and with the ſaid *H. C.* his heirs and aſſigns, by theſe preſents, that until default ſhall happen to be made, of or in payment of the ſaid ſum of, &c. herein before covenanted to be paid, or ſome part thereof, the ſaid *R. C.* his heirs and aſſigns, ſhall and will permit and ſuffer the ſaid *H C.* his heirs or aſſigns, peaceably and quietly to hold and enjoy the ſaid meſſuage or tenement, and all and ſingular other the premiſſes hereby granted or releaſed, or meant, mentioned or intended to be hereby granted or releaſed, with their and every of their rights, members and appurtenances, and to receive, take and enjoy to his and their own uſe, the rents, iſſues and profits thereof, without any lawful let, ſuit, hindrance or interruption, of or by him the ſaid *R. C.* his heirs or aſſigns, and without any account to be made or given to the ſaid *R. C.* his heirs or aſſigns, for or concerning the ſame. *In witneſs*, &c.

Covenant that the grantor ſhall enjoy, &c. till default of payment.

Bargain and Sale of the fourth Part of a Farm, Lands, &c. for five hundred Years, by way of Mortgage.

THIS *Indenture*, made, &c. *Between J. G.* of *London*, merchant of the one part, and *S S.* of *London*, grocer, on the other part, *Witneſſeth*, that the ſaid *J. G.* as as well for and in conſideration of the ſum of, &c. to him at of before the ſealing and delivery hereof by the *S. S.* well and truly paid, the receipt whereof the ſaid *J. G.* doth hereby acknowledge, and thereof and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *S. S.* his heirs, executors and adminiſtrators for ever, by theſe preſents, as for divers other conſiderations him thereunto moving, *Hath* granted, bargained, ſold, demiſed, and to farm letten, and by theſe preſents *Doth* grant, bargain, ſell, demiſe and to farm let, unto the ſaid *S. S.* one full fourth part, (the whole in four equal parts to be divided), of a farm commonly called or known by the name of, &c. lying and being, &c. now or late in the tenure or occupation of, &c. and alſo one full fourth part (the whole into four parts to be divided) of all the lands, tenements and hereditaments, late the eſtate of, &c. gent. deceaſed, ſituate, lying and being, &c. which ſaid lands, tenements and hereditaments, now are, or late were, in the tenure or occupation of, &c. and alſo one full fourth part of all the meſſuages, houſes, out houſes, edifices, buildings, yards, gardens, orchards, woods, lands, meadows, paſtures, ways, waters, profits, commodities, advantages and appurtenances whatſoever, to the ſaid farm, lands, tenements and hereditaments, or any of them belonging, or in any wiſe appertaining, or accepted, reputed or taken as part, parcel or member thereof, or any part thereof, and alſo one full fourth part, (the whole into four equal parts to be divided), of all other the freehold lands, tenements and hereditaments, late of, &c or of the ſaid *J. C.* ſituate, lying and being, &c. or in any other pariſh or places in the realm of *Great Britain*, which ſaid fourth part of all and ſingular the ſaid lands, tenements, hereditaments, and premiſſes, by indentures of leaſe and releaſe, the leaſe bearing date, &c. and the releaſe, &c. now laſt paſt, was conveyed by *E. H.* of, &c. gent. in

Conſideration.

Covenant of bargain and ſale.

Premiſſes.

Recital of a leaſe and releaſe of all the premiſſes made to

purſuance

the wife of the grantor, and of fourth fines levied of the ſame.

purſuance of the laſt will and teſtament of, &c. bearing date, &c. and of a decree in the high court of *chancery* made, &c. and for other conſiderations therein mentioned unto *L. G.* the wife of the ſaid *J. G.* and one of the four daughters of, &c. deceaſed, and to her heirs and aſſigns for ever, who in *Hilary* term laſt, together with the ſaid *J. G.* levied two ſeveral fines of the ſaid fourth part of all and ſingular the premiſſes, unto *B. L.* of, &c. gent. which ſaid fines by two ſeveral indentures bearing date, &c. are declared to be to the uſe of the ſaid *J. G.* his heirs and aſſigns for ever, and for no other uſe, intent or purpoſe whatſoever), and all the eſtate, right, title, intereſt, claim and demand whatſoever of him the ſaid *J. G.* of, in or unto the ſaid fourth part of all and ſingular the premiſſes herein before mentioned or intended to be hereby granted, bargained, ſold or demiſed, and every or any part or parcel thereof, and the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of the ſaid fourth part of all and ſingular the premiſſes, together with all deeds, evidences or writings touching or concerning the ſame, or any part thereof, *To have and to hold* the ſaid fourth part of the ſaid meſſuage, lands, tenements and hereditaments, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted or demiſed, with their and every of their rights, members and appurtenances, unto the ſaid *S. S.* his executors, adminiſtrators and aſſigns, from henceforth, for and during and unto the full end and term of five hundred years, from thence next enſuing and fully to be complete and ended, without impeachment of or for any manner of waſte, *Yielding and paying* therefore yearly and every year, for and during the ſaid term of 500 years, unto the ſaid *J. G.* his executors, adminiſtrators and aſſigns, or ſome of them, at or upon the feaſt-day of the nativity of *St. John* the Baptiſt, the rent of a pepper-corn only, if the ſame ſhall be lawfully demanded: *Provided always*, and it is hereby conditioned, granted, covenanted and agreed, by and between the ſaid parties to theſe preſents, *That* if the ſaid *J. G.* his heirs, executors, adminiſtrators or aſſigns, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *S. S.* his executors, adminiſtrators or aſſigns, at or in the now dwelling-houſe of the ſaid *S. S.* ſituate, &c. the full ſum of, &c. of lawful, &c. in manner and form following (that is to ſay) the ſum of, &c. part thereof, on, &c. next enſuing the date of theſe preſents, and the further ſum of, &c. reſidue thereof, on, &c. without any manner of deduction, defalcation or abatement, for or in reſpect of any taxes, rates, payments, aſſeſſments or duties whatſoever, ordinary or extraordinary, by act of parliament or otherwiſe howſoever; that then, and from and immediately after ſuch payment made, this preſent indenture, and the term and eſtate hereby made and granted, and all and ſingular the covenants, grants, articles and agreements herein contained, ſhall ceaſe, determine and become void, fruſtrate, and of none effect, to all intents and purpoſes: *And* the ſaid *J. G.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth covenant, promiſe and grant, to and with the ſaid *S. S.* his executors, adminiſtrators and aſſigns, and every of them, by theſe preſents, *That* he the ſaid *J. G.* his executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will, without any deduction, defalcation or abatement, as aforeſaid, pay or cauſe to be paid unto the ſaid *S. S.* his executors, adminiſtrators or aſſigns, the ſaid full ſum of, &c. of lawful, &c. at ſuch days and times, and

Habendum to the grantee for five hundred years.

Reddendum the rent of a pepper-corn only.

Covenant of redemption upon payment of the mortgage-money.

Covenant for payment of the money.

and in ſuch manner, as are before mentioned and expreſſed in the ſaid proviſo or condition for payment thereof: *And* the ſaid *J. G.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, and for every of them, doth further covenant, promiſe and grant, to and with the ſaid *S. S.* his executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following (that is to ſay) that he ſaid *J. G.* at the time of the ſealing and delivery of theſe preſents, is the ſole, true and lawful owner and proprietor of the ſaid fourth part of all the ſaid meſſuages, lands, tenements and hereditaments, and premiſſes hereby granted or demiſed, or mentioned or intended to be hereby granted or demiſed, and of every part and parcel thereof, with the appurtenances, and is ſolely, lawfully and rightfully, and abſolutely ſeiſed thereof, and of every part and parcel thereof, of a good, pure, abſolute and indefeaſible eſtate of inheritance in fee-ſimple, without any manner of condition, contingency, proviſo or limitation of uſe and uſes, or other reſtraint, matter or thing to determine, alter or change the ſame, and hath good right, and lawful and abſolute power and authority in himſelf, to grant, bargain, ſell and demiſe the ſaid fourth part of all and ſingular other the ſaid meſſuages, lands, tenements and hereditaments, and all and ſingular other the premiſſes hereby granted or demiſed, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *S. S.* his executors, adminiſtrators and aſſigns, for and during all the ſaid term of 500 years, and in manner and form aforeſaid: *And further*, that if default ſhall happen to be made of or in payment of the ſaid monies herein before covenanted or agreed to be paid to the ſaid *S. S.* his executors, adminiſtrators or aſſigns, or of any part thereof, at any of the times herein before limited for payment thereof, it ſhall and may be lawful to and for the ſaid *S. S.* his heirs, executors, adminiſtrators and aſſigns, into all and ſingular the premiſſes herein before mentioned or intended to be hereby granted or demiſed, and every part and parcel thereof, to enter, and the ſame from thenceforth for and during all the reſt and reſidue of the ſaid term aforeſaid, which ſhall be then to come and unexpired, peaceably and quietly to hold and enjoy, and all the rents, revenues, iſſues and profits thereof, and of every part and parcel thereof, to have, receive and take, to his and their own proper uſe and behoof, without any manner of denial, let, ſuit, hindrance, interruption, eviction or ejection, of or by the ſaid *J. G.* his heirs, executors, adminiſtrators or aſſigns, or any other perſon or perſons whatſoever; *And* that free and clear, and freely and clearly acquitted and diſcharged, or otherwiſe by the ſaid *J. G.* his heirs, executors and adminiſtrators, or ſome of them from time to time, well and ſuffi ciently ſaved, kept harmleſs and indemnified, of and from all and all manner of former and other grants, bargains, ſales, leaſes, aſſignments, eſtates, mortgages, jointures, dowers, intails, titles, rents, arrearages of rents, judgments, ſtatutes, recognizances, troubles, charges and incumbrances whatſoever; *And likewiſe*, that if any default ſhall happen to be made of or in payment of the ſaid monies herein before covenanted to be paid, or any part thereof, that then and from thenceforth the ſaid fourth part of the ſaid meſſuages, lands, tenements and hereditaments, and other the premiſſes hereby granted or demiſed, or mentioned or intended to be hereby granted or demiſed, ſhall be and remain unto the ſaid *S. S.* his executors, adminiſtrators and aſſigns, of the full and clear yearly value of, *&c.* over and above all charges and reprizes iſſuing

Covenant that the mortgagor is lawfully poſſeſſed of the premiſſes, of an eſtate in fee-ſimple, and hath full power to bargain and ſell the ſame.

Covenant that if default be made in payment of the ſaid ſum, the mortgagee may enter and enjoy the premiſſes,

and that the premiſſes are free from all incumbrances

and of a certain yearly value, *&c.*

Covenant to deliver all writings, &c. relating to the title of the premiſſes in caſe of default of payment.

ſuing and going out of the ſame: *And* that in caſe any ſuch default of payment ſhall be made as aforeſaid, the ſaid *E. H.* of, *&c.* gent. in whoſe hands all the antient deeds, evidences and other writings relating to and making out the title of the ſaid, *&c.* deceaſed, to all and ſingular the lands, tenements and hereditaments before mentioned, are left and depoſited in truſt, and for the joint and equal uſe, benefit and behoof of all parties concerned and intereſted, or who may be concerned and intereſted in the ſaid lands, tenements and hereditaments, late the eſtate of the ſaid, *&c.* deceaſed, or any part thereof, and the executors and adminiſtrators of the ſaid *E. H.* and all other perſon or perſons, to whoſe hands the ſaid deeds, evidences and writings, or any part of them ſhall hereafter come, ſhall and will from time to time, and at all times after any ſuch default, upon the reaſonable requeſt of the ſaid *S. S.* his executors, adminiſtrators or aſſigns, ſhew forth and deliver, or cauſe to be ſhewed forth and delivered to the ſaid *S. S.* his executors, adminiſtrators or aſſigns, or to his or their counſel or attornies, to be pleaded or given in evidence as occaſion ſhall require, for the neceſſary maintenance and defence of the eſtate, title and intereſt of him the ſaid *S. S.* his executors, adminiſtrators and aſſigns, of, in and to the ſaid hereby granted or aſſigned premiſſes, every or any part thereof, and for the recovering or receiving the rents, iſſues and profits thereof, or any part thereof, the ſame from time to time, and after the neceſſary uſe ſhall be made thereof, to be re delivered upon like reaſonable requeſt, ſafe, whole and uncancelled, unto the ſaid *E. H.* his executors or adminiſtrators, or ſuch other perſon or perſons, by whom the ſame ſhall be ſo delivered out as aforeſaid: *And moreover*, that if any ſuch default

Covenant to make further aſſurance in caſe of defaul. of payment, *&c.*

ſhall happen to be made of or in payment of the ſaid money herein before covenanted and agreed to be paid, or any part thereof, that then, and at any time after, he the ſaid *J. G.* his heirs and aſſigns, and all and every other perſon and perſons, any eſtate having or lawfully claiming, of, in, to or out of the ſaid fourth part of the ſaid meſſuages, lands, tenements and hereditaments, and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted or demiſed, or any part or parcel thereof, ſhall and will, at the reaſonable requeſt and at the proper coſts and charges in the law of the ſaid *S. S.* his executors, adminiſtrators and aſſigns, make and do all ſuch further act and acts, thing and things, conveyances and aſſurances in the law whatſoever, for the further, better and more perfect aſſuring and conveying of all and ſingular the premiſſes, with the appurtenances, unto the ſaid *S. S.* his executors, adminiſtrators or aſſigns, for or during the remainder of the ſaid term, which ſhall be then to come and unexpired, as by the ſaid *S. S.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required: *And* the ſaid *S. S.* for himſelf, his heirs, executors,

Covenant that the mortgagor ſhall enjoy till default of payment.

and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *J. G.* his heirs and aſſigns, by theſe preſents, *That* until default ſhall happen to be made by the ſaid *J. G.* his executors, adminiſtrators or aſſigns, of or in payment of the ſaid ſeveral ſums of money herein before covenanted to be paid, or ſome part thereof, he the ſaid *S. S* his executors, adminiſtrators and aſſigns, ſhall and will permit and ſuffer the ſaid *J. G.* his heirs and aſſigns, to receive and take all the rents and profits of the premiſſes, without any account to be made or given

to

to him the ſaid *S. S.* his executors, adminiſtrators or aſſigns, for or concerning the ſame. *In witneſs*, &c.

Indenture of Leaſe and Confirmation of a Mortgage, by way of Security for a further Sum of Money, with very ſpecial Covenants.

THIS *Indenture* made, &c. *Between T. F.* of, &c. gent. on the one part, and *R. G* of, &c. oilman, on the other part: *Whereas* by indenture of demiſe or mortgage, bearing date, &c. made between *M. R.* of, &c widow, relict of *R. R.* late of, &c. eſq; deceaſed, and *H. R.* of, &c. gent. ſon and heir of the ſaid *R. R.* of the one part, and the ſaid *R. C.* on the other part, for the conſiderations therein mentioned, the ſaid *M. R.* and *H. R.* or one of them, did demiſe and grant to the ſaid *R. C. All* that their or one of their meſſuage and farm, called by the name of, &c. otherwiſe, &c. or by what other name or names the ſame is called or known, ſituate, &c. and all the out houſes, orchards, gardens, lands, meadows, paſtures, marſh-grounds, lots, doles, freeman's-acres, dyke-roes, land-glaſſes and pingle-lakes, to the ſame belonging, or in any wiſe appertaining. *And* all thoſe ſeveral parcels of arable land, containing in the whole, &c. be the ſame more or leſs, being part of four fullands, diſperſedly lying, &c. *And alſo* all thoſe ſeveral pieces of paſture, marſh or fenground, containing, &c. lying, &c. and all that piece of paſture, marſh or fen ground, containing, &c. lying, &c. and all that water and fiſhing called, &c. to the ſaid farm belonging or appertaining, with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders thereof; *To hold* to the ſaid *R. C.* his executors, adminiſtrators and aſſigns, from the day of the date of the ſame indenture, for the term of 500 years, without impeachment of waſte, at a pepper-corn *per ann.* under a proviſo nevertheleſs to be void on payment of the ſum of, &c. by the ſaid *M. R.* her heirs or aſſigns, to the ſaid *R. C.* his executors, adminiſtrators or aſſigns, at the days and places in the ſaid proviſo mentioned and appointed for that purpoſe: *And whereas* by indenture bearing date, &c. made between the ſaid *M. R.* and *H. R.* on the one part, and the ſaid *R. C.* on the other part, the ſaid *M. R.* by the conſent of the ſaid *H.* for the conſiderations therein mentioned, did releaſe and confirm all and ſingular the aforeſaid meſſuages, farms, lands, tenements and hereditaments, with their and every of their appurtenances unto the ſaid *R. C.* his executors, adminiſtrators and aſſigns, for all the reſidue of the ſaid term of 500 years then to come and unexpired, freed and diſcharged from the proviſo contained in the ſaid firſt recited indenture, under a covenant or agreement nevertheleſs, on the part of the ſaid *R. C.* that if the ſaid *M. R.* her heirs or aſſigns, ſhould pay to the ſaid *R. C.* his executors, adminiſtrators or aſſigns, the ſum of, &c. at the days and place therein mentioned, he the ſaid *R. C.* his executors, adminiſtrators or aſſigns, would deliver up the ſaid firſt recited indenture to be cancelled, or otherwiſe aſſign his intereſt in the premiſſes, to ſuch perſon or perſons as the ſaid *M. R.* her heirs or aſſigns, ſhould direct

Recital of an indenture of mortgage.

Premiſſes.

Habendum for the term of 500 years, with a proviſo to be void upon payment of the mortgage money.

Recital of an indenture of releaſe and confirmation of the premiſſes, with a covenant to deliver up and aſſign the ſaid firſt indenture upon payment, &c.

Recital that the money being paid the eſtate of the mortgagee became abſolute; but ſubject to equity of redemption.

Recital of indentures of leaſe and releaſe whereby the mortgagor conveyed the freehold, &c.

Covenant of releaſe and confirmation of all the premiſſes.

Habendum for the remainder of the ſaid term of 500 years.

Proviſo that the releſſee ſhall ſurrender all his eſtate, &c.

reſt or appoint, as by the ſaid two recited indentures, relation being thereto reſpectively had, may more fully appear: *And whereas* the ſaid ſum of, *&c.* was not paid according to the intention of the ſaid laſt recited indenture, whereby the eſtate and intereſt of the ſaid *R. C.* of and in the premiſſes, became abſolute in the law, of all the remainder of the ſaid term of 500 years, *Subject nevertheleſs* in equity, to be redeemed by the ſaid *M. R.* in whom the inheritance and fee-ſimple of the premiſſes was legally veſted, by virtue of a feoffment duly executed by livery and ſeiſin, bearing date, *&c.* made to her of the premiſſes amongſt other things by the ſaid *H. R.* *And whereas* the ſaid *M. R.* by indentures of leaſe and releaſe, the leaſe bearing date, *&c.* and the releaſe, *&c.* for the conſiderations therein mentioned, did abſolutely convey the freehold and inheritance of the ſaid mortgaged premiſſes, and all her right and title thereunto, either in law or equity, unto the ſaid *T. F.* his heirs and aſſigns, ſubject to the aforeſaid mortgage, and to an annuity of, *&c.* payable, *&c.* during his natural life: *And whereas* the ſaid *T. F.* did ſome time ſince, pay to the ſaid *R. C.* the ſum of, *&c.* in part of the principal money due upon the ſaid mortgage, and hath paid and diſcharged all the intereſt grown due to this day, for the remainder of the ſaid principal money, which the ſaid *T. F.* doth hereby acknowledge to be 550*l.* *And whereas* the ſaid *C. W.* departed this natural life in the month of, *&c.* and was buried in the pariſh of, *&c.* as appears by a certificate under the hand of, *&c.* of that pariſh: *Now this Indenture witneſſeth*, that as well for and in conſideration of the ſaid ſum of, *&c.* due and owing to the ſaid *R. C.* as aforeſaid, as alſo for and in conſideration of the further ſum of, *&c.* of lawful, *&c.* by the ſaid *R. C.* to the ſaid *T. F.* in hand, at or before the ſealing and delivery of theſe preſents, well and truly paid, the receipt whereof the ſaid *T. F.* doth hereby acknowledge, and thereof and from every part thereof doth acquit and diſcharge the ſaid *R. C.* his executors and adminiſtrators, by theſe preſents, he the ſaid *T. F.* hath granted, releaſed and confirmed, and by theſe preſents doth grant, releaſe and confirm unto the ſaid *R. C* the above mentioned meſſuage, farm, lands, tenements, hereditaments, and all and ſingular other the premiſſes, in or by the ſaid two firſt recited indentures, or either of them, demiſed, granted, releaſed or confirmed, or intended ſo to be, with their and every of their rights, members and appurtenances, and all the eſtate, right, title, intereſt, equity and benefit of redemption, claim and demand whatſoever, of him the ſaid *T. F.* of, in, or to the ſame, or any part or parcel thereof: *To have and to hold* all and ſingular the premiſſes herein before mentioned or intended to be hereby granted, releaſed or confirmed, with their and every of their rights, members and appurtenances, unto the ſaid *R. C.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue of the ſaid term of, *&c.* by the ſaid firſt recited indenture granted yet to come and unexpired, freed and diſcharged of and from all manner of former and other proviſoes, conditions, covenants and agreements whatſoever, for the redemption of the premiſſes, or any part thereof in any wiſe howſoever: *Provided always*, and the ſaid *R. C.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant and agree to and with the ſaid *T. F.* his heirs and aſſigns, that if he or they do well and truly pay or cauſe to be paid unto the ſaid *R. C.* his

C. his executors, adminiſtrators or aſſigns, the full and juſt ſum of, *&c.* on, *&c.* next enſuing the date hereof, at or in the dwelling houſe of the ſaid *R. C.* ſituate, *&c.* without deduction or abatement, for taxes or otherwiſe howſoever: Then he the ſaid *R. C.* his executors, adminiſtrators and aſſigns, ſhall and will, upon or at any time after ſuch payment duly made, at the requeſt, coſt and charges of the ſaid *T. F.* his heirs or aſſigns, ſurrender and releaſe to him or them the ſaid firſt recited indenture of demiſe, and all and ſingular the premiſſes thereby granted, and all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid *R. C.* his executors, and adminiſtrators or aſſigns, of, in, or to the ſame by virtue of the ſaid recited indenture of demiſe, or the ſaid recited indenture of releaſe and confirmation, or of this preſent indenture, or otherwiſe howſoever: *And* the ſaid *T. F.* for himſelf, his heirs, executors, and adminiſtrators, and for every of them doth covenant, promiſe and agree to and with the ſaid *R. C.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *T. F.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. C.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* of lawful, *&c.* on, *&c.* next enſuing the date hereof, at or in the dwelling-houſe of the ſaid *R. C.* ſituate as aforeſaid, without any deduction or abatement whatſoever. *And* that in caſe any default ſhall happen to be made, of or in payment of the ſaid ſum of, *&c.* on the day, and in manner and form aforeſaid, he the ſaid *T. F.* his heirs and aſſigns, and all other perſon and perſons, having or lawfully claiming any eſtate or intereſt, of, in, to or out of the ſaid mortgaged premiſſes, or any part or parcel thereof, ſhall and will, upon the requeſt and at the coſts and charges of the ſaid *R. C.* his executors, adminiſtrators or aſſigns, from time to time and at all times thereafter, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other acts, conveyances and aſſurances in the law whatſoever, for the further, better and more abſolute conveying and aſſuring the ſaid meſſuage, farm, lands, tenements and hereditaments, and all and ſingular other the premiſſes, with the appurtenances, unto the ſaid *R. C.* his executors, adminiſtrators and aſſigns, for and during all the the reſt and reſidue of the ſaid term of five hundred years, which ſhall be then to come and unexpired, as by the ſaid *R. C.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. *And laſtly*, the ſaid *R. C.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *T. F.* his heirs and aſſigns, that until default ſhall happen to be made in payment of the ſaid ſum of, *&c.* of lawful, *&c.* or ſome part thereof, he the ſaid *T. F.* his heirs and aſſigns, ſhall and may peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid meſſuage, farm, lands, tenements and hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, without the lawful let, ſuit, trouble, denial, eviction, ejection or interruption of or by the ſaid *R. C.* his executors, adminiſtrators or aſſigns, or any other perſon or perſons whatſoever, lawfully claiming or to claim, by, from or under him or them or any of them, in any wiſe howſoever. *In Witneſs*, &c.

in the premiſſes upon the payment of a ſum of money.

Covenant for payment of the ſaid ſum.

Covenant in default of payment to make further aſſurance.

Covenant for quiet enjoyment till default of payment.

A. Leaſe

A Leaſe for a Year.

THIS *Indenture*, made, &c. *Between A. W.* of, *&c.* woollen-draper, eldeſt ſon of, *&c.* of the one part, and *R. P.* of, *&c.* woollen-draper, of the other part, *Witneſſeth*, that for and in conſideration of the ſum of five pounds of lawful, *&c.* by the ſaid *R. P.* to the ſaid *A. W.* in hand paid, at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, and for divers other good cauſes and conſiderations him hereunto moving, *Hath* bargained and ſold, and by theſe preſents *Doth* bargain and ſell unto the ſaid *R. P. All* that meſſuage, tenement and farm-houſe, commonly called or known by the name of, *&c.* or by what other name or names the ſame is called or known, with the barns, ſtables, out houſes, orchards, gardens, yards, meadows, lands, tenements, paſtures, feedings, commons, woods, coppices, ways, waters, liberties, privileges, eaſements, commodities, emoluments and hereditaments whatſoever, thereunto belonging or in any wiſe appertaining, or accepted, reputed, taken or known, uſed, enjoyed, held, occupied, leaſed or demiſed, as part, parcel or member of the ſame; *And alſo* all thoſe ſeveral pieces or parcels of arable, meadow and paſture ground thereunto belonging, containing in the whole by eſtimation, *&c.* be the ſame more or leſs, with their and every of their appurtenances, all which ſaid premiſſes are ſituate, lying or being in or near, *&c.* and now or late in the tenure or occupation of, *&c.* or one of them, their or one of their under-tenants or aſſigns; *And alſo* all other meſſuages, lands, tenements and hereditaments of him the ſaid *A. W. jun.* or whereof or wherein he hath any eſtate of inheritance, or other intereſt in poſſeſſion, reverſion or remainder, with their and every of their apputenances, ſituate, lying or being, *&c.* *And* the reverſion and reverſions, remainder and remainders, rents, iſſues and profits of all and ſingular the ſaid premiſſes, and of every part thereof; *To have and to hold* the ſaid meſſuage or tenement, or farm houſe, pieces or parcels of ground, lands, tenements and hereditaments, and all and ſingular the premiſſes herein before mentioned, or intended to be hereby bargained and ſold, with their appurtenances, unto the ſaid *R. P.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during and unto the full end and term of one whole year, from thence next enſuing, and fully to be compleat and ended: *Yielding and paying* therefore unto the ſaid *A. W. jun.* his heirs or aſſigns, the rent of one pepper-corn only on the laſt day of the ſaid term, (if the ſame ſhall be demanded) to the intent and purpoſe that by force and virtue of this preſent bargain and ſale, and of the ſtatute for transferring uſes into poſſeſſion, the ſaid *R. P.* may be in the actual poſſeſſion of the premiſſes, and thereby enabled to accept and take a grant and releaſe of the reverſion and inheritance thereof to him, his heirs and aſſigns, by indenture intended to be made between the ſaid *A. W. jun.* of the one part, and the ſaid *R. P.* of the other part; and to bear date the day next after the day of the date of theſe preſents. *In Witneſs*, &c.

Conſideration.

Premiſſes.

Habendum.

Reddendum.

The

The Releaſe by way of Mortgage.

THIS *Indenture* made, &c. *Between A. W. jun.* of, &c. woollen-draper, eldeſt ſon of, &c. of the one part, and *R. P.* of, &c. woollen-draper, of the other part. *Whereas* the ſaid *A. W.* by his bond or obligation, in writing, duly executed, bearing even date with theſe preſents, ſtands bound to the ſaid *R. P.* in the ſum of, &c. conditioned for the payment of the ſum of, &c. with lawful intereſt for the ſame, on, &c. next enſuing the date of theſe preſents: *Now this Indenture witneſſeth*, that the ſaid *A. W.* the younger, in conſideration of the ſaid debt or ſum of, &c. and for better ſecuring the payment thereof, with the intereſt to the ſaid *R. P* his executors, adminiſtrators or aſſigns, according to the condition of the ſaid bond; *And alſo* in conſideration of the further ſum of five ſhillings to him the ſaid *A. W. jun.* by the ſaid *R. P.* at or before the ſealing and delivery of theſe preſents likewiſe well and truly paid, the receipt whereof is hereby acknowledged, *Hath* granted, bargained, ſold, releaſed and confirmed, and by theſe preſents *Doth* grant, bargain, ſell, releaſe and confirm unto the ſaid *R. P.* (in his actual poſſeſſion now being, by virtue of a bargain and ſale to him thereof made by indenture, bearing date the day next before the day of the date of theſe preſents, for the term of one year, commencing from the day next before the day of the date of the ſame indenture, in conſideration of five ſhillings paid by the ſaid *R. P.* to the ſaid *A. W.* the younger, and of the ſtatute for transferring uſes in poſſeſſion) and to his heirs and aſſigns, all that, &c. and all the eſtate, right, title, intereſt, uſe, truſt, poſſeſſion, benefit, property, claim and demand whatſoever of him the ſaid *A. W.* the younger, of, in, to or out of the ſame, or any part or parcel thereof, in any wiſe howſoever; *To have and to hold* the ſaid meſſuage or tenement, or farm-houſe, pieces or parcels of ground, and all and ſingular other the premiſſes herein before mentioned, or intended to be hereby granted and releaſed, with their and every of their rights, members and appurtenances, unto the ſaid *R. P.* his heirs and aſſigns, to the only proper uſe and behoof of the ſaid *R. P.* his heirs and aſſigns for ever. *Provided nevertheleſs*, and it is the true intent and meaning of the ſaid parties and of theſe preſents, that if the ſaid *A. W.* the younger, his heirs, executors, adminiſtrators or aſſigns, do and ſhall well and truly pay, or cauſe to paid, unto the ſaid *R. P.* his executors, adminiſtrators or aſſigns, the full ſum of, &c. in good, &c. with lawful intereſt for the ſame, on, &c. next enſuing the date of theſe preſents, according to the condition of the ſaid recited bond, without any deduction, defalcation or abatement whatſoever, for or by reaſon of any manner of taxes, rates, duties, aſſeſſments, impoſitions or charges whatſoever, ordinary or extraordinary, laid, rated or aſſeſſed, or to be laid, rated or aſſeſſed by authority of parliament or otherwiſe howſoever; *Then* this preſent indenture, and the grant and releaſe hereby made, and every claim, article and thing herein contained, and alſo the ſaid bond, ſhall ceaſe, determine, and become and be abſolutely void and of none effect; *And* the ſaid *A. W. jun.* for himſelf, his

Recital of a bond.

Conſiderations of this releaſe.

Covenant of releaſe.

Habendum.

Proviſo that upon payment of the money and intereſt due on the above recited bond, this preſent indenture of releaſe to be void.

Covenant for payment of the money.

his heirs, executors, adminiſtrators and aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *R. P.* his executors, adminiſtrators and aſſigns, in manner and form following, (that is to ſay) That he the ſaid *A. W. jun.* his heirs, executors, adminiſtrators and aſſigns, or ſome of them, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *R. P.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* with lawful intereſt as aforeſaid, on the day herein before limited for payment thereof, without any deduction, defalcation or abatement whatſoever; *And* that the ſaid releaſed premiſſes now are, and be, and at all times from and after any default ſhall happen to be made of or in payment of the ſaid ſum of, *&c.* and intereſt or any part thereof, ſhall be, remain and continue free and clear of and from all manner of former and other gifts, grants, mortgages, titles, troubles, charges and incumbrances whatſoever, had, made, done, committed or wittingly ſuffered by him the ſaid *A. W. jun.* *And alſo*, that at any time or times after ſuch default, he the ſaid *A. W. jun.* his heirs and aſſigns, and every other perſon and perſons lawfully having or claiming any eſtate or intereſt, of or in the ſaid hereby releaſed premiſſes, or any part thereof, by, from, under or in truſt for him, ſhall and will, upon the requeſt and at the charge of the ſaid *R. P.* his heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute all ſuch further and other acts, matters, things, deviſes, conveyances and aſſurances in the law whatſoever, for the further and better conveying and aſſuring of the ſaid hereby releaſed premiſſes unto the ſaid *R. P.* his heirs and aſſigns as aforeſaid, as by him or them, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. *And whereas* the ſaid *R. P.* hath obtained judgment in his majeſty's court of common pleas at *Weſtminſter*, as of this preſent *Michaelmas* term againſt the ſaid *A. W. jun.* for the ſum of, *&c.* beſides coſts of ſuits, as by the records of the ſaid court, relation being thereunto had, may appear. *Now* it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that the ſaid judgment ſhall ſtand and remain as a further ſecurity only for the payment of the ſaid ſum of, *&c.* and intereſt, according to the condition of the ſaid recited bond; and that no execution or other proceſs ſhall iſſue thereupon, till after default ſhall be made in payment of the ſaid money, *And* that when and as ſoon as or at any time after the ſaid ſum of, *&c.* and intereſt ſhall be fully paid and ſatisfied, by or out of the ſaid hereby releaſed premiſſes, or by virtue of the ſaid judgment or otherwiſe, by the ſaid *A. W. jun.* his heirs, executors or adminiſtrators, he the ſaid *R. P.* his executors or adminiſtrators at the requeſt, coſt and charges of the ſaid *A. W. jun.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will acknowledge ſatisfaction, or execute a warrant to acknowledge ſatisfaction upon the record of the ſaid judgment. *And* the ſaid *A. W. jun.* doth hereby remiſe, and for ever releaſe to the ſaid *R. P.* his executors, adminiſtrators and aſſigns, all and all manner of error and errors, writ and writs of error, defects and omiſſions whatſoever, in, about, touching and concerning the ſaid judgment, or the entry thereof, or any the proceedings relating thereto in any wiſe howſoever. *In Witneſs*, &c.

And that the premiſſes are free from incumbrances.

Covenant for further aſſurance.

Recital of a judgment obtained on the above mentioned bond.

Covenant, that the ſaid judgment ſhall ſtand as a farther ſecurity: but that no execution ſhall be taken out upon it till default of payment, &c.

Covenant to acknowledge ſatisfaction when the money is paid.

Releaſe of errors.

Aſſignment of a Leaſe by an Adminiſtrator of a Legatee by way of Mortgage, with Conſent of the Executor.

THIS *Indenture*, made, &c. *Between* *E. B.* citizen, and joiner of *London*, and *E.* his wife, executrix of the laſt will and teſtament of *R. F.* late citizen and cooper of *London* deceaſed, on the one part, and *R. G.* of, &c. on the other. *Whereas* the mayor and comonalty and citizens of the city of *London*, governors of the hoſpitals of *Chriſt*, *Bridewell*, and *St. Thomas* the Apoſtle, did by indenture of leaſe bearing date, &c. (for the conſiderations therein expreſſed) demiſe unto the ſaid *R. F.* all that meſſuage or tenement ſituate, &c. containing by eſtimation, &c. together with all lights, ways, eaſements, watercourſes, commodities and appurtenances whatſoever, thereunto belonging or appertaining; *To hold* to the ſaid *R. F.* his executors, adminiſtrators and aſſigns, from, &c. unto the full end and term of ſeventy-one years, at the yearly rent of, &c. payable, &c. as by the ſaid recited indenture of leaſe, (amongſt divers covenants, clauſes, proviſoes, conditions and agreements therein contained), relation being thereunto had, may more fully appear: *And whereas* the ſaid *R. F.* by his laſt will and teſtament in writing, bearing date, &c. proved by the above-named *E. B.* in the prerogative court of *Canterbury*, *Gave* and bequeathed to *E. B.* the ſon of the ſaid *E.* by the ſaid *E. B.* her huſband, party to theſe preſents, the ſaid demiſed meſſuage or tenement, and the ſaid recited indenture of leaſe, during all the time and term therein to come and unexpired: *And whereas* the ſaid *E. B.* the ſon being dead, inteſtate and unmarried, letters of adminiſtration of all his goods and chattels, rights and credits, bearing date, &c. have been granted by the biſhop of *London* to the ſaid *E. B.* his father party to theſe preſents, who is thereby legally become intitled to the ſaid recited indenture of leaſe, and the ſaid premiſſes thereby demiſed, for all the reſidue and remainder of the ſaid term: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum of, &c. of good, &c. to the ſaid *E. B.* party to theſe preſents in hand, at or before the ſealing of theſe preſents, paid by the ſaid *R. G.* and alſo in conſideration of five pounds of like money to him, and the ſaid *E.* his wife, or one of them, in hand paid by the ſaid *R. G.* the receipt of which ſaid ſeveral ſums of money the ſaid *E. B.* and *E.* his wife do hereby acknowledge, and thereof, and from every part and parcel thereof, do releaſe, acquit and diſcharge the ſaid *R. G.* his executors, adminiſtrators and aſſigns, by theſe preſents, he the ſaid *E. B.* by and with the conſent of the ſaid *E.* his wife, teſtified by her ſigning and ſealing of theſe preſents, and alſo the ſaid *E Have*, and each of them *Hath* granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents *Do*, and each of them *Doth* grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *R. G.* the ſaid recited indenture of leaſe, and the ſaid meſſuage or tenement, and all and ſingular other the premiſſes with their appurtenances thereby demiſed, or meant, mentioned or intended to be demiſed, and all the eſtate,

Recital of a leaſe made by the governors of hoſpitals of *Chriſt*, *Bridewell* and *St. Thomas*.

Habendum.

Leſſee deviſes the ſaid leaſe by will.

Adminiſtration granted.

Aſſignment of the ſaid leaſe by the adminiſtrator, &c.

right, title, intereſt, uſe, truſt, term or terms of years yet to come and unexpired, property, profit, benefit and claim whatſoever, of them the ſaid *E. B.* and *E.* his wife, and either of them, of, in, to or out of the ſame, or any part thereof, in any wiſe howſoever; *To have and to hold* the ſaid recited indenture of leaſe, and the ſaid meſſuage or tenement, and all and ſingular other the premiſſes herein before mentioned or intended to be aſſigned, with their appurtenances, unto the ſaid *R. G.* his executors, adminiſtrators and aſſigns, from henceforth, for and during all the reſt and reſidue of the ſaid term of ſeventy-one years, by the ſaid recited indenture of leaſe granted, yet to come and unexpired, *Provided always*, and upon condition nevertheleſs, that if the ſaid *E. B.* his executors, adminiſtrators or aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, the full ſum of, *&c.* with lawful intereſt for the ſame, at the rate of, *&c.* at or upon, *&c.* next enſuing the date hereof, without any deduction, defalcation or abatement, for or in reſpect of taxes, or any other matter or thing whatſoever, by authority of parliament, or otherwiſe howſoever, that then and from thenceforth, this preſent indenture, and the eſtate and intereſt hereby aſſigned, ſhall ceaſe, determine, and become and be utterly void, and of none effect. *And* the ſaid *E. B.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *R. G.* his executors, adminiſtrators and aſſigns, by theſe preſents, that he the ſaid *E. B.* his executors, adminiſtrators or aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. G.* his executors, adminiſtrators or aſſigns, the ſaid ſum of, *&c.* with intereſt for the ſame as aforeſaid, at the time herein mentioned or appointed for payment thereof, according to the true intent and meaning of theſe preſents, without any deduction, defalcation or abatement whatſoever: *And further*, that he the ſaid *E. B.* and the ſaid *E.* his wife, or one of them, at the time of the ſealing and delivery of theſe preſents, is lawfully and rightfully intereſted in and poſſeſſed of the ſaid recited indenture of leaſe and the ſaid meſſuage or tenement, and premiſſes, with their appurtenances hereby demiſed, for and during all the remainder of the ſaid term of ſeventy-one years yet to come and unexpired; *And* that they or one of them, have or hath in him, her or themſelves, good right, true title, full power, and lawful authority, to grant, bargain, ſell, aſſign, and ſet over the ſame, and every part thereof unto the ſaid *R. G.* his executors, adminiſtrators and aſſigns, in manner and form as aforeſaid. *And* that in caſe the ſaid *E. B.* his executors, adminiſtrators and aſſigns, ſhall happen to make default of or in payment of the ſaid ſum of, *&c* and the intereſt thereof at the time above mentioned for paying of the ſame, that then and from thenceforth it ſhall and may be lawful to and for the ſaid *R. G.* his executors, adminiſtrators or aſſigns, peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid hereby aſſigned premiſſes, with their appurtenances, and the rents, iſſues and profits thereof, to his and their own proper uſe and behoof, to receive and take, for and during all the remainder of the ſaid term of ſeventy-one years, then to come and unexpired, without any let, ſuit, trouble, denial, eviction, ejection, moleſtation or hindrance of or by them the ſaid *E. B.* and *E.* his wife, or either of them, or of any other perſon or perſons whatſoever; *And* that free and clear, and freely and clearly

Habendum, for the reſidue of the term.

Proviſo to be void on payment of a ſum of money.

Covenant for the payment of the ſaid ſum.

And that the aſſignors are lawfully poſſeſſed of the premiſſes.

And have good right, &c. to aſſign the ſame.

And that in default of payment, the aſſignee ſhall enjoy the premiſſes, without any diſturbance, &c.

And free from all incumbrances.

clearly acquitted, exonerated and diſcharged of, from and againſt all and all manner of former and other bargains, ſales, gifts, grants, leaſes, wills, uſes, mortgages, conditions, rents, arrearages of rents, aſſignments, ſtatutes, executions, extents, and of and from all other titles, troubles, charges and incumbrances whatſoever, had, made, committed or ſuffered, by the ſaid *E. B.* and *E.* his wife, or either of them, or of or by any other perſon or perſons whatſoever; *And* that he the ſaid *E. B.* and *E.* his wife, and all other perſons lawfully having or claiming any eſtate or intereſt in the ſaid hereby aſſigned premiſſes, ſhall and will, at any time after ſuch default, make and execute all ſuch further aſſurances of the ſame premiſſes unto the ſaid *R. G.* his executors, adminiſtrators and aſſigns, for all the then reſidue of the ſaid term, as by him or them, or his or their counſel learned in the law, ſhall be reaſonably deſired or requeſted: *And* the ſaid *R. G.* for himſelf, his executors, adminiſtrators and aſſigns, doth hereby agree with the ſaid *E. B.* his executors, adminiſtrators and aſſigns, that until default ſhall happen to be made of or in payment of the ſaid ſum of, *&c.* or the intereſt thereof, it ſhall and may be lawful for him and them to hold and enjoy the ſaid hereby aſſigned premiſſes, with their appurtenances, and the rents, iſſues and profits thereof to take and receive to his and their own uſe, without any lawful let, ſuit, trouble, denial or interruption of or by him the ſaid *R. G.* his executors, adminiſtrators or aſſigns. *In Witneſs*, &c.

Covenant for further aſſurance, &c. in caſe of failure of payment.

And that the aſſignors ſhall enjoy, &c. until ſuch failure.

A Mortgage of a Reverſion for Years.

THIS *Indenture* made, &c. *Between* the right honourable *H.* earl of *P.* of the one part; and *J. S.* of *London*, gent. of the other part; *Witneſſeth*, that the ſaid earl, to the intent the ſum of a thouſand pounds may be ſecured and paid to the ſaid *J. S.* according to the true intent and meaning of theſe preſents hereafter mentioned, and for divers good cauſes and valuable conſiderations him the ſaid earl thereunto moving, *Hath* bargained and ſold, and by theſe preſents *Doth* bargain and ſell unto the ſaid *J. S.* and his aſſigns, *All* that the manor of, *&c.* in the county of, *&c.* with its rights, members and appurtenances, and all thoſe meſſuages, lands, tenements and hereditaments in *T.* or *D.* ſaid either of them, in the ſaid county of, *&c.* which were heretofore demiſed or mentioned to be demiſed by the ſaid earl, and *E.* counteſs dowager of *P.* or either of them, to *A. B.* of the city of *London*, deceaſed, and all manors, meſſuages, lands, tenements and hereditaments of him the ſaid earl, ſituate, lying and being in *T.* and *D.* aforeſaid, or either of them, whereof or wherein the ſaid earl now hath, or at any time heretofore had any manner of eſtate of inheritance or freehold in poſſeſſion, reverſion, remainder or expectancy, and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſſes hereby bargained and ſold, or meant or intended to be hereby bargained and ſold, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, property, claim and demand whatſoever, of him the

Bargain and ſale.

Habendum from the death of the earl and his counteſs for 500 years.

the ſaid earl, in and to the ſame; *To have and to hold* the ſaid manor, lands, tenements and hereditaments hereby bargained and ſold, or meant or intended to be hereby bargained and ſold, with their and every of their appurtenances, unto the ſaid *J. S.* his executors and aſſigns, immediately from and after the death of the ſaid earl, and *E.* counteſs dowager of *P.* mother to the ſaid earl, unto the full end and term of five hundred years, thence next and immediately following, and fully to be compleat and ended; *Yielding and paying* therefore yearly, during the ſaid term, the yearly rent of one penny, at the feaſt of *St. Michael* the Archangel only, if the ſame be lawfully demanded. *And* the ſaid earl doth hereby, for himſelf and his heirs, covenant, promiſe and grant, to and with the ſaid *J. S.* his executors, adminiſtrators and aſſigns, in manner and form following, (that is to ſay) that he the ſaid earl, for and notwithſtanding any act or thing by him committed or done to the contrary, at the time of the ſealing and delivery of theſe preſents, is and ſtandeth ſeiſed of a good, ſure and perfect eſtate in fee-ſimple or fee-tail, of and in the ſaid manor and premiſſes hereby bargained and ſold, or mentioned or intended to be bargained and ſold, with their and every of their rights, members and appurtenances; *And* that the ſaid earl for and notwithſtanding any ſuch act or thing as aforeſaid, now hath full power, and lawful and abſolute authority to bargain and ſell the ſaid manor and premiſſes hereby bargained and ſold, or meant or intended to be hereby bargained and ſold, with their and every of their rights, members and appurtenances, unto the ſaid *J. S.* his executors and aſſigns, in manner and form aforeſaid; *And* that it ſhall and may be lawful to and for the ſaid *J. S.* his executors and aſſigns, during the term hereby granted, *To have and to hold*, occupy, poſſeſs and enjoy the ſaid manor and premiſſes hereby bargained, or meant or intended to be hereby bargained, with their and every of their rights, members and appurtenances, without the let, trouble, incumbrance or eviction of him the ſaid earl, his heirs and aſſigns, or any perſon or perſons claiming, or which ſhall or may claim any eſtate or intereſt, by, from or under him, *And* that the ſaid manor and premiſſes hereby bargained and ſold, or mentioned or intended to be hereby bargained and ſold, now are and be free and clear, and ſhall be and continue, during the term hereby granted, freely and clearly acquitted, exonerated and diſcharged, of and from all manner of former and other gifts, grants, bargains, ſales, leaſes, ſtatutes, judgments, recognizances, executions, extents, outlawries, forfeitures, and of and from all other titles, troubles, charges, and incumbrances whatſoever, had, made, committed, done or ſuffered, or to be had, done, made, committed or ſuffered by the ſaid earl, his heirs, or aſſigns, or by any perſon or perſons lawfully claiming, or which may lawfully claim, by, from or under him, or by or through his or their, or any of their acts, means, conſent or procurement, whereby the eſtate and term hereby granted may be any ways incumbered: *And* the ſaid earl doth hereby covenant and grant to and with the ſaid *J. S.* his executors and aſſigns, that he the ſaid earl ſhall and will, before the end of *Hilary* term next enſuing the date hereof, acknowledge and levy in due form of law, before his majeſty's juſtices of the court of *common bench*, at the coſts of the ſaid *J. S.* one or more fine or fines, *Sur Conuſance de droit come ceo qu'ills ont de lour done*, and ſhall alſo ſuffer, or cauſe to be done or ſuffered, one or more common recovery or recoveries, on or upon the ſaid manor and premiſſes hereby

Covenant that he is ſeiſed in fee, and free from incumbrances.

Covenant to levy a fine and recovery.

bargained and ſold or intended to be bargained and ſold in ſuch ſort, and by ſuch names, deſcriptions, contents and quantities, as by the ſaid counſel learned in the law of the ſaid *J. S.* ſhall be adviſed, which fine and fines, and common recovery or recoveries, and every of them, and the execution thereof, and all and every other fines and common recoveries to be levied and ſuffered of the ſaid bargained premiſes, either alone or jointly with any other lands whereunto the ſaid earl ſhall be party or privy, ſhall be and enure, and are hereby declared to be and enure, as to the manor and premiſſes hereby bargained, or intended to be bargained, to the uſe of the ſaid *J. S.* his executors and aſſigns, for the term of five hundred years, to commence as aforeſaid, and hereby granted or mentioned to be granted, and for the corroborating of theſe preſents, and the eſtate hereby granted or mentioned or intended to be granted; *Provided always*, that if the ſaid earl ſhall pay, or cauſe to be paid to the ſaid *J. S.* his executors or aſſigns, the full ſum of one thouſand pounds of lawful money of *Great Britain*, upon the, *&c.* day of, *&c.* in the year of our Lord, *&c.* at, *&c.* without any abatement or deduction, by reaſon of any matter or thing whatſoever, that then this preſent grant, bargain and ſale, and every clauſe, artitle and agreement therein contained, ſhall ceaſe, determine, and be utterly void to all intents and purpoſes whatſoever. *Provided likewiſe*, that if the ſaid earl ſhall make default of payment of the ſaid ſum of one thouſand pounds upon the, *&c.* and the heirs, executors and adminiſtrators of the ſaid earl, ſhall pay or cauſe to be paid unto the ſaid *J. S.* his executors and adminiſtrators or aſſigns, upon the, *&c.* aforeſaid, which ſhall come and happen firſt after the death of the ſaid earl and counteſs, the full ſum of one thouſand pounds of lawful money of *Great Britain*, and intereſt for the ſame, after the rate of five pounds *per cent.* to be accounted from the, *&c.* day of, *&c.* unto the, *&c.* day of, *&c.* which ſhall firſt be and happen after the death of the ſaid earl and counteſs, that then this preſent indenture, and every clauſe, article and agreement herein ſhall be void, fruſtrate, and of none effect, to all intents and purpoſes whatſoever. *In witneſs*, &c.

Uſes.

To the uſe of the mortgagee, and the corroborating of his eſtate.

Proviſo to be void upon payment of the mortgage money.

Proviſo, that if there ſhall be a default of payment, and the heirs, executors or adminiſtrators of the earl ſhall pay at a certain day, after the death of the earl and lady, then to be void alſo.

Indorſement.

Memorandum, that it is agreed by all the parties at the time of enſealing of theſe preſents, that neither of the proviſoes within mentioned ſhall extend to a covenant or agreement, to charge the perſon of the ſaid earl, or any other of his lands, with the payment of the ſaid one thouſand pounds, but only the lands within mentioned ſhall be liable to the payment thereof.

An agreement, that neither of the proviſoes ſhall extend to a covenant to charge the perſon of the earl, nor any other of his eſtates.

A Mortgage,

A Mortgage, &c. by Leaſe and Releaſe of Freehold, Copyhold Premiſſes, an Eſtate for Life, and a Legacy for ſecuring Money lent, and Intereſt, &c.

Releaſe.

THIS *Indenture*, made, &c. *Between* Sir *A. B.* of, *&c.* (ſon and heir of, *&c.* deceaſed) and dame *A. B.* his wife, (niece of —— deceaſed) of the one part, and the honourable *C.* of, *&c. D.* of, *&c.* and *E.* of, *&c.* (the ſame *C. D.* and *E.* being executors and truſtees appointed in and by the laſt will and teſtament of —— for the benefit of the three infant children of the ſaid ——) of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 6000 *l.* of, *&c.* to the ſaid *A.* in hand well and truly lent and paid by the ſaid *C. D.* and *E.* at or before the ſealing and delivery of theſe preſents, (being part of the aſſets and truſt eſtate late of the ſaid ——) the receipt and payment of which ſaid ſum of 6000 *l.* the ſaid Sir *A.* doth hereby acknowledge, and thereof, *&c.* he the ſaid Sir *A. Hath* granted, bargained, ſold, remiſed, releaſed, aliened and confirmed, and by theſe preſents *Doth* grant, *&c.* unto the ſaid *C. D.* and *E.* (in their actual, *&c.*) and to their heirs and aſſigns, *All* that, *&c.* and the reverſion, *&c.* and alſo all the eſtate, *&c. To have and to hold*, &c. all and ſingular other the premiſſes hereby granted, releaſed and conveyed, or mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *C. D.* and *E.* their heirs and aſſigns, to the uſe and behoof of the ſaid *C. D.* and *E.* their heirs and aſſigns for ever; *Subject nevertheleſs* to the ſeveral proviſoes herein after contained concerning the ſame: *And this Indenture further witneſſeth*, that for the better ſecuring the payment of the ſaid principal ſum of 6000 *l.* and intereſt for the ſame, unto the ſaid *C. D.* and *E.* their executors, adminiſtrators and aſſigns, according to the true intent and meaning of theſe preſents, the ſaid Sir *A.* for himſelf, *&c.* doth covenant, *&c.* (*covenant to ſurrender copyhold lands*, &c.) *Provided always*, and theſe preſents are upon this condition, that if the ſaid Sir *A.* his heirs, executors, adminiſtrators and aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *C. D.* and *E.* their executors, adminiſtrators or aſſigns, the full and juſt ſum of 6300 *l.* of lawful money of *Great Britain*, in manner following; (that is to ſay) the ſum of 150 *l.* part thereof upon the —— day of —— next enſuing the day of the date of theſe preſents, and the ſum of 6150 *l.* reſidue, and in full payment and ſatisfaction of the ſaid ſum of 6300 *l.* upon the —— day of —— which ſhall be in the year, *&c.* both the ſaid payments to be made at or in the common dining hall of *Gray's Inn*, in the county of *Middleſex*, without any abatement, *&c.* that then theſe preſents, and every article, clauſe and thing herein contained, and the ſaid ſurrender ſo covenanted to be made as aforeſaid, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes whatſoever; any thing, *&c. And*, &c. *Covenants*, &c. *to pay*, &c *good right*, &c. *to releaſe and ſurrender*, &c. *in caſe of default mortgagees to enter and enjoy*, &c. *free from incumbrances*; *further aſſurance*: *Provided always* that in caſe the ſaid Sir *A.* ſhall happen to depart this life before

Parcels.

Conſideration.

Leaſe for a year.

Parcels.

Habendum,

Subject to proviſoes, &c.

Further conſideration, &c.

Proviſo, &c.

That the releaſe, &c. and ſurrender to be void.

A proviſo, that if Sir *A.*

fore the ſaid principal ſum of 6000 *l.* and all intereſt which ſhall incur or grow due for the ſame, ſhall be by him fully paid and ſatisfied to the ſaid *C. D.* and *E.* their executors, adminiſtrators or aſſigns, according to the true intent and meaning of the ſaid proviſo or condition herein before contained, or in caſe the intereſt of the ſaid principal ſum of 6000 *l.* ſhall happen at any time hereafter to be in arrear and unpaid for the ſpace of two years; that then, and in either of the ſaid caſes ſo happening, the ſaid *C. D.* and *E.* and the ſurvivors and ſurvivor of them, or the heirs or aſſigns of the ſurviver of them, ſhall and may, and are hereby fully authorized and impowered by one or more ſale or ſales abſolutely to ſell and convey and ſurrender the ſaid manor, hereditaments, and all and ſingular other the ſaid reſpective premiſſes, with their and every of their rights, members and appurtenances, and the inheritance of the ſame, to ſuch purchaſer or purchaſers, as they or any or either of them can procure to buy the ſame; and out of the monies ariſing by ſuch ſale or ſales, and the rents, iſſues and profits of the ſaid manor, hereditaments and premiſſes, until ſuch ſale or ſales, ſhall in the firſt place deduct and take to themſelves the ſaid principal ſum of 6000 *l.* and all the intereſt which ſhall be then due for the ſame, and all the reaſonable coſts, charges and expences in relation to the ſame; and from and after ſuch deductions ſo made as aforeſaid, in truſt as to the ſurplus of the monies ariſing by ſuch ſale or ſales (if any ſuch ſurplus there ſhall be) for the only uſe and behoof of the ſaid Sir *A.* his heirs, executors or adminiſtrators, and to the intent that ſuch purchaſor or purchaſers of all or any part or parts of the ſaid manor, hereditaments and premiſſes, ſhall have a clear and undoubted title to the ſame; it is hereby agreed and declared, that the receipt or acquittance to be given by the ſaid *C. D.* and *E.* or the ſurvivors or ſurvivor of them, or the heirs, executors, adminiſtrators or aſſigns of the ſurvivor of them, ſhall be a good and ſufficient diſcharge both in law and equity, unto ſuch purchaſer or purchaſers, for all ſuch monies which he or they ſhall pay upon the account of ſuch purchaſe or purchaſes, unto the ſaid *C. D.* and *E.* or any of them, or unto the heirs, executors or adminiſtrators of the ſurvivor of them; and that ſuch purchaſer or purchaſers, or the purchaſe or purchaſes to be made in purſuance of theſe preſents, ſhall in no ſort be liable or reſponſible for the miſapplication of any of the monies which ſhall be *bona fide* paid by ſuch purchaſer or purchaſers, to the ſaid *C. D.* and *E.* or any of them, or their or any of their heirs, executors, adminiſtrators or aſſigns, upon the account of ſuch purchaſe or purchaſes, and, *&c. ſo covenant from Sir A. not to cut timber, &c. during the mortgage, except for neceſſary repairs; further ſecurity for ſaid* 6000 l. *and intereſt, by demiſe of other premiſſes, wherein Sir* A. *has an eſtate for life only, the ſame being ſettled on his marriage with the ſaid dame* A. B. *his wife: And this Indenture further witneſſeth,* for the farther and better ſecuring the payment of the ſaid principal ſum of 6000 *l.* together with the intereſt thereof, according to the true intent and meaning of theſe preſents; and alſo for and in conſideration of the ſum of 5 *s.* of lawful money of *Great Britain*, to the ſaid Sir *A.* in hand paid by the ſaid *C. D.* and *E.* at, *&c.* he the ſaid Sir *A. Hath* granted, bargained, ſold and demiſed, and by theſe preſents *Doth*, *&c.* unto the ſaid *C. D.* and *E.* their, *&c. All* that, *&c.* (the premiſſes in *T.*) *To have and to hold* the ſaid manor, hereditaments and premiſſes herein before mentioned to be ſituate, lying

dies before the 6000 *l.* principal money paid, or in caſe of two years arrear of intereſt, &c. then mortgagees to have power to ſell all premiſſes, &c. and take the principal and intereſt,

and ſurplus to go to the mortgagor, &c.

the receipt of the mortgagees to purchaſers, &c. to be good.

lying and being in the ſaid county of *Y.* and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *C. D.* and *E.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during, and unto the full end and term of 99 years, from thence next enſuing and fully to be compleat and ended (without impeachment of or for any manner of waſte) if the ſaid *A.* ſhall ſo long live; *Yielding and paying* therefore during the ſaid term of 99 years (determinable as aforeſaid) the yearly rent of one pepper corn only, if the ſame ſhall be lawfully demanded; *Subject nevertheleſs* to the proviſo of redemption herein before contained; *And* it is hereby declared and agreed by and between the ſaid *C. D.* and *E.* and the ſaid Sir *A.* that until default be made in payment of the ſaid ſum of 6000 *l.* or ſome part thereof, contrary to the true meaning of the ſaid proviſo or condition, they the ſaid *C. D.* and *E.* their heirs, executors, adminiſtrators and aſſigns, ſhall and will permit and ſuffer the ſaid *A.* his heirs and aſſigns, to receive and take all the rents, iſſues and profits, of all and every the ſaid reſpective manors, hereditaments and premiſſes, without the let or interruption of them the ſaid *C. D.* and *E.* or any of them, their or any of their heirs, executors, adminiſtrators or aſſigns, and without any account to be made or given to them, or any of them, for or concerning the ſame: *And whereas F.* by his laſt will, *&c.* did (amongſt, *&c.*) give, *&c.* unto his niece the ſaid dame *A. B.* 5000 *l.* to be put out by ſuch truſtees as ſhe ſhould think fit to nominate, and in their names for her only and ſeparate uſe, during her natural life; and after her death, to her children equally divided amongſt them, excepting an eldeſt ſon, whom the ſaid teſtator by his ſaid will entirely excluded from any part of it; it is the ſaid teſtator's intent and meaning, being by the ſaid will declared to be, that the ſaid 5000 *l.* ſhould not be chargeable with any debts or demands upon her huſband, and that he ſhould not have any right or title to any part of it, but that her receipt ſhould be a ſufficient diſcharge for the intereſt or product of the whole, or any part thereof; and if ſhe died without children, to go to his the ſaid teſtator's executor and his heirs; and after ſeveral pecuniary legacies thereby given, all the reſt and reſidue of his real and perſonal eſtate he the ſaid teſtator did give to his nephew *G.* whom he made ſole executor: *And whereas* ſome time after the making of the ſaid will the ſaid *F.* died, after whoſe death the ſaid *G.* did on, *&c.* duly proved, *&c.* *And whereas* by indenture *quadripartite*, bearing date, *&c.* between *H.* of the firſt part, the ſaid *D. A. B.* of the ſecond part, the ſaid *G.* of the third part, and the ſaid *D.* and *M.* of the fourth part, (after reciting, *&c.*) for and in conſideration of the ſaid ſum or legacy of 5000 *l.* of, *&c.* paid by the ſaid *G.* by the direction and appointment of the ſaid *D. A. B.* (teſtified as therein mentioned) and of the ſum of 5 *s.* of like money to the ſaid *H.* paid by the ſaid *D.* and *M.* the ſaid *H.* at the nomination, and by the direction and appointment of the ſaid *D. A. B.* (teſtified as therein mentioned) *Did* grant and demiſe unto the ſaid *D.* and *M. All* that, *&c. To hold* unto the ſaid *D.* and *M.* their executors, adminiſtrators and aſſigns, from the day next before the day of the date thereof, for and during the term of 1000 years from thence next enſuing, and fully to be compleat and ended, without impeachment of or for any manner of waſte, at and under the yearly rent of one pepper corn only, if the ſame ſhall be lawfully demanded, in which ſaid indenture there is a proviſo

Mortgagor to enjoy, &c. until default, &c.

Recital of will, whereby 5000*l.* and intereſt, given for the ſeparate uſe of dame *A. B.* &c.

Teſtator's death.

A ſecurity for the ſame to two truſtees for the lady.

a proviſo contained for the making void the ſame upon payment of the ſaid *H.* his heirs, executors, adminiſtrators or aſſigns, unto the ſaid *D.* and *M.* their executors, adminiſtrators or aſſigns, of the ſum of 5250*l.* of lawful money, at the place and upon the ſeveral days and times therein limited and appointed for the payment thereof, and now paſt, (ſubject nevertheleſs to the truſts, deviſes over, and contingency mentioned and expreſſed in the ſaid laſt in part recited will of and concerning the ſaid legacy of 5000*l.* thereby given, and the intereſt thereof) as by the ſaid indenture may appear: *And whereas* the ſaid *D. A. B.* hath agreed with the ſaid *H.* to ſink and leſſen the intereſt of the ſaid 5000*l.* by him ſecured in truſt for her as aforeſaid, and to accept of intereſt for the ſame for the future, after the rate of 4*l.* 10*s.* *per cent. per ann.* from the, *&c. And whereas* by an indorſement, bearing date the —— day of this inſtant month of *March*, written on the back of the ſaid in part recited indenture of mortgage, the ſaid *M.* in purſuance and performance of, and in obedience to a certain decree therein mentioned to be made and pronounced by his Honor the Maſter of the Rolls, and for the conſideration therein expreſſed, did by the direction of the ſaid *D. A. B.* (teſtified as therein mentioned) remiſe, releaſe, aſſign and confirm the ſaid manor, *&c.* unto the ſaid *D.* his executors, adminiſtrators and aſſigns, from thenceforth, for and during all the reſt and reſidue of the ſaid term of 1000 years therein then to come and unexpired, (ſubject nevertheleſs to the truſt, deviſes over, and contingencies mentioned and expreſſed in the ſaid laſt herein in part recited will of and concerning the ſaid legacy of 5000*l* and the intereſt thereof) as by the ſaid indorſement (relation being thereunto had) may more fully appear: *Now this Indenture further witneſſeth*, that for the better ſecuring the due payment of the intereſt of the ſaid ſum of 6000*l.* ſo lent and paid to the ſaid *A.* by the ſaid *C. D.* and *E.* as aforeſaid, ſo long as ſhe the ſaid *D. A. B.* ſhall happen to live, in caſe the ſaid principal ſum of 6000*l.* ſo lent to the ſaid *A.* as aforeſaid, and all intereſt which ſhall incur due for the ſame, ſhall not be ſooner paid off and diſcharged, ſhe the ſaid *D. A. B. Hath* directed and appointed, and by theſe preſents *Doth* direct and appoint that the ſaid *H.* his executors, adminiſtrators and aſſigns, from time to time, ſo long as ſhe the ſaid *D. A. B.* ſhall happen to live (in caſe the ſaid principal ſum of 6000*l.* ſo lent to the ſaid *A.* as aforeſaid, and all the intereſt which ſhall incur due for the ſame, ſhall not be ſooner paid off and diſcharged) ſhall from time to time receive, apply and pay all the intereſt which ſhall incur and grow due from the ſaid *H.* his heirs, executors, adminiſtrators or aſſigns, for or in reſpect of the ſaid 5000*l.* ſo lent to him as aforeſaid, towards the paying and diſcharging of the intereſt of the ſaid principal ſum of 6000*l.* ſo lent to and hereby ſecured by the ſaid *A* as aforeſaid: *And* ſhe the ſaid *D. A. B.* doth hereby agree and declare, that the receipts from time to time to be given by the ſaid *D*'s executors, adminiſtrators or aſſigns, to the ſaid *H.* his heirs, executors, adminiſtrators or aſſigns, for the intereſt of the ſaid principal ſum of 5000*l.* ſhall be as good and valid, as if the ſaid *D. A. B.* had joined in the ſame. *In Witneſs*, &c.

Agreement touching reducing intereſt from 5*l. per cent.* to 4*l.* 10*s.* releaſe from one of the truſtees to the other, &c.

Further ſecurity for payment of intereſt of the ſaid 6000*l.*

Direction from the lady to the mortgagor, of the 5000*l.* &c. to pay the intereſt for the 6000*l.* (in caſe not paid) during her life, &c. The receipts for the intereſt of the 5000*l.* to be good, &c.

Mortgage

Mortgage for ſecuring the Sum of 1000 *l. and Intereſt, where a Bond and Warrant of Attorney was before given.*

THIS *Indenture*, &c. *Between* Sir *T. S. S.* of, *&c.* bart. of the one part, and *W. P. W.* of, *&c.* eſq; of the other part, *Witneſſeth*, that for and in conſideration of the ſum of 1000 *l.* of, *&c.* to the ſaid Sir *T. S. S.* in hand paid by the ſaid *W. P. W.* at or before the ſealing and delivery hereof, the receipt whereof the ſaid Sir *T. S. S.* doth hereby acknowledge, and thereof acquit the ſaid *W. P. W.* he the ſaid Sir *T. S. S. Hath* granted, bargained, ſold and demiſed, and by theſe preſents *Doth*, *&c.* unto the ſaid *W. P W. All* and ſingular the freehold manors, *&c.* of him the ſaid Sir *T. S. S.* or of any other perſon or perſons, *In Truſt* for him in the county of *W.* and *H.* or either of them, and the reverſion, *&c. To have and to hold* the ſame premiſſes, with the appurtenances, unto the ſaid *W. P. W.* his, *&c.* from the day next before the day of the date hereof, for and during, and unto the full end and term of 2000 years, from thence next enſuing, and fully to be compleat and ended, without impeachment of waſte: *Provided*, that if the ſaid Sir *T. S. S.* his heirs, executors, adminiſtrators or aſſigns, do and ſhall pay, or cauſe to be paid unto the ſaid *W. P. W.* his executors, adminiſtrators or aſſigns, at or in the common dining hall of *Gray's-Inn* aforeſaid, upon —— next enſuing the date hereof, the ſum of 1000 *l.* of, *&c.* with lawful intereſt for the ſame, after the rate of 5 *l.* *per cent. per ann.* without any deduction or abatement whatſoever, out of the ſame, by reaſon of any parliamentary or other taxes impoſed or to be impoſed, then theſe preſents, and every thing herein contained, ſhall ceaſe and be void; any thing herein, *&c. And* the ſaid Sir *T. S. S.* doth hereby for himſelf, *&c.* covenant with the ſaid *W. P. W.* his, *&c.* that he the ſaid Sir *T. S. S.* his heirs, *&c.* or one of them, ſhall and will pay, or cauſe to be paid unto the ſaid *W. P. W.* his executors, adminiſtrators or aſſigns, the ſaid ſum of 1000 *l.* with ſuch intereſt for the ſame as before mentioned, at the time and place aforeſaid; *And* ſhall and will, within the ſpace of ten days next enſuing the date hereof, ſurrender, or cauſe to be ſurrendered, all and ſingular the copyhold meſſuages, farms, lands, tenements and hereditaments, which he the ſaid Sir *T. S. S.* holds of the manor of *F.* in the ſaid county of *H.* To the uſe of the ſaid *W. P. W.* his heirs and aſſigns, but ſubject to the ſaid proviſo or condition for redemption thereof. *And laſtly*, it is hereby declared, that until default ſhall be made in payment of the ſaid ſum of 1000 *l.* and the intereſt thereof, or ſome part thereof, it ſhall be lawful for the ſaid Sir *T. S. S.* his heirs and aſſigns, to hold and enjoy the ſaid premiſſes to his and their own uſe, without any diſturbance by the ſaid *W. P. W.* his executors, adminiſtrators or aſſigns; *And wherein* the ſaid Sir *T. S. S.* hath given one warrant of attorney, bearing even date herewith, to confeſs one judgment unto the ſaid *W. P. W.* in the ſum of 2000 *l.* *Now it is hereby declared*, that the ſame judgment and warrant of attorney for the ſame, is only intended to be a collateral ſecurity for the payments of the ſum of 1000 *l.* and the intereſt thereof, in manner as aforeſaid and to be void upon ſuch payments to be ſo made as aforeſaid. *In witneſs*, &c.

Mortgage

Mortgage in Fee of a Feme Covert's Eſtate by Fine.

THIS *Indenture tripartite*, &c. *Between B.* of, &c. and *C.* his wife, (which ſaid *C.* was the eldeſt daughter and deviſee of and under the laſt will and teſtament of *M.* late of, &c. alſo deceaſed, and was late the widow and relict of *J.* late of, &c. alſo deceaſed) of the firſt part, *F.* of, &c. (conuſee in the fine after recited) of the ſecond part, and *D.* of, &c. of the third part *Whereas* for barring of all eſtates tail and remainders on the meſſuage, &c. and tythes herein after mentioned, to the end and intent, they the ſaid *B.* and *C.* his wife might, by way of mortgage thereof, be enabled to borrow on the ſame hereditaments and premiſſes, of and from the ſaid *D.* the ſum of 500*l.* and for that purpoſe to ſettle, convey and aſſure the ſame, unto and to the uſe of her the ſaid *D.* her heirs and aſſigns, as and for a ſecurity for the repayment thereof, unto her, her executors, adminiſtrators and aſſigns, with intereſt, as herein after mentioned; and to the end and intent, that after the repayment thereof, with intereſt, all and every the ſame premiſſes may be reſted and aſſured, or otherwiſe be and remain unto and upon ſuch uſes, intents and purpoſes, as are herein after expreſſed and declared concerning the ſame; and for other good conſiderations them the ſaid *B.* and *C.* his wife ſeverally moving, they the ſaid *B.* and *C.* his wife did in *Hilary* Term now laſt paſt, before the day of the date hereof in his majeſty's court of common pleas at *Weſtminſter*, in due form of law, acknowledge, and levy unto the ſaid *F.* and his heirs, one fine *ſur conuſance*, &c. with proclamations thereupon had, of all and ſingular the before mentioned and herein after granted and releaſed hereditaments and premiſſes, by the names of, &c. as by the records of the court of common pleas at *Weſtminſter*, relation, &c. *Now this Indenture witneſſeth*, that for and in conſideration of the ſaid ſum of 500*l.* of, &c. to the ſaid *B.* and *C.* in hand well and truly paid by the ſaid *D.* at or, &c. the receipt, &c. and for divers, &c. they the ſaid *B.* and *C.* his wife did grant, bargain, ſell, aſſign, releaſe and confirm unto *D.* (to her actual poſſeſſion, &c.) *All* that meſſuage, &c. *(ſeveral parcels of lands, &c.)* and all manner of tythes of corn, grain, hay, wood, wool and lamb, and all other great and predial tythes whatſoever, ariſing, coming, growing or renewing out of all and ſingular the ſaid lands, tenements, hereditaments and premiſſes herein before mentioned and intended to be hereby releaſed, and out of every or any part or parcel thereof; and alſo all houſes, out houſes, &c. all and ſingular which ſaid meſſuages, &c. being lately legally come to and veſted in the ſaid *M.* and his heirs, he the ſaid *M.* did, in and by his laſt will and teſtament, give and deviſe the ſame unto her the ſaid *C.* (by the name of, &c.) and to her heirs and aſſigns, as therein is mentioned; and all and ſingular other the freehold meſſuages, land, tythes and hereditaments whatſoever, of them the ſaid *B.* and *C.* his wife, ſituate in, &c. and which in and by the ſaid will of the ſaid *M.* were given or deviſed, or intended ſo to be, unto the ſaid *C.* and her heirs as above mentioned, and the reverſion, &c. and all the eſtate, &c. of *B.* and *C.* and alſo all and every the deeds, writings, eſcripts, evidences and

Recital of a fine.

Uſes declared.

minuments whatſoever, touching or in any wiſe concerning the premiſſes, or any part thereof, now in the cuſtody or poſſeſſion of the ſaid *B.* and *C.* his wife, or any other perſon or perſons in truſt for him, her or them, or which he, ſhe or they can or may come by or procure without ſuit in law or equity; *To have and to hold* the ſaid premiſſes unto and to the uſe of the ſaid *D.* her heirs and aſſigns for ever; *And* for the conſiderations aforeſaid, and for the ends, intents and purpoſes above-mentioned, it is hereby mutually covenanted, declared and agreed by and between all the ſaid parties to theſe preſents, and their true intent and meaning is that the ſaid fine ſo as aforeſaid, or in any other manner had and levied, and all and every other fine and fines, and other aſſurances in the law whatſoever, already had, made, levied, ſuffered or executed, or which at any time or times hereafter ſhall be had, made, levied, ſuffered or executed of the ſaid hereby granted and recited meſſuages, tythes, *&c.* or any part thereof, (except before excepted) by or between the ſaid parties to theſe preſents, any or either of them, or whereunto they, any or either of them, ſhall be parties, either alone or jointly with any other parties, or any other meſſuages, *&c.* as for and concerning the ſaid herein before granted and recited hereditaments and premiſſes, ſhall enure, and ſhall be adjudged, deemed, conſtrued and taken, and was and were, at the time and times of the levying, ſuffering and executing thereof, meant and intended to be and enure to and for the only proper uſe and behoof of the ſaid *D.* her heirs and aſſigns for ever, ſubject nevertheleſs to the proviſo herein after contained, (that is to ſay) *Provided always*, and upon condition nevertheleſs, and it is hereby agreed and declared by and between all and every the ſaid parties, and the true intent and meaning of them, and of theſe preſents is and are, that if they the ſaid *B.* and *C.* his wife, or either of them, *&c.* *(two days for payment of* 520*l. as uſual, &c.)* that then and from thenceforth the uſe and eſtate herein before limited to the ſaid *D* and her heirs, of and in the ſaid premiſſes, ſhall ceaſe, determine and be abſolutely void, to all intents and purpoſes whatſoever; and that then and from thenceforth the ſaid meſſuages, *&c.* and the premiſſes, and the eſtate herein and hereby granted and conveyed to the ſaid *D.* her heirs and aſſigns, of and in the ſame hereditaments and premiſſes, and alſo the ſaid fine ſo levied of the ſame as aforeſaid, and the further execution thereof, and all and every other fine and fines, recovery and recoveries, conveyance and other aſſurances as aforeſaid, as to, for and concerning the ſaid herein before-mentioned and intended to be hereby granted and releaſed meſſuages, *&c.* and other the premiſſes, ſhall be and enure, and ſhall be conſtrued, adjudged, deemed and taken to be and enure, *To the Uſe* and behoof of ſuch perſon and perſons, and for ſuch eſtate and eſtates, truſts, intents and purpoſes, upon ſuch condition, and in ſuch manner and form, as they the ſaid *B.* and *C.* his wife, at any time during their joint lives, ſhall by any deed or writing, to be by them duly executed in the preſence of two or more credible witneſſes, direct, limit or appoint the ſame premiſſes; and for want of ſuch direction, limitation or appointment, and until ſuch direction, limitation or appointment, ſhall be made, and until ſuch eſtate and eſtates ſo directed, limited or appointed, ſhall reſpectively commence and take effect, and as ſuch eſtate or eſtates ſo directed, limited or appointed, ſhall reſpectively end and determine, and as to ſuch part or parts of the ſame premiſſes, whereof

whereof no ſuch direction, limitation or appointment, ſhall be made, to the uſe and behoof of the ſaid *B.* and *C.* his wife, for and during the term of their two joint natural lives, and the life of the longer liver of them; and from and after the deceaſe of the ſaid *B.* and *C.* his wife, and the ſurvivor of them, then to the uſe and behoof of the right heirs of the ſaid *C.* for ever, and to and for no other uſe, truſt, intent or purpoſe whatſoever; *And* the ſaid *B.* for himſelf, and for the ſaid *C.* his wife, and for his, her and their heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant to and with the ſaid *D.* her executors, &c. by theſe preſents, that they the ſaid *B.* and *C.* his wife, or one of them, their or one of their heirs, &c. ſhall and will well and truly, &c. *(To pay the money,* &c.) viz. *That they, or one of them, are ſeiſed, &c. good right, quiet enjoyment, on default, free from incumbrances, &c. other than and except one indenture of mortgage, bearing date —— made of parcel of the ſaid premiſſes, by the ſaid* H. *to one* A. *of, &c. for the term of* 1000 *years, defeaſible on payment of the ſum of —— in manner as therein mentioned; the remainder of which ſaid term is by indenture* quadripartite, *bearing date herewith, and made or mentioned to be made* between the ſaid *A.* of the firſt part, the ſaid *B.* and *C.* his wife of the ſecond part, the ſaid *D.* of the third part, and *E.* of, &c. of the fourth part, aſſigned or intended to be aſſigned to the ſaid *E.* his executors, &c. in truſt for the ſaid *D.* his heirs and aſſigns, to attend, wait upon and go along with the reverſion, or remainder and inheritance of the ſame premiſſes hereby conveyed *(inter alia)* to the end to protect and preſerve the ſame from meſne incumbrances, if any ſuch there be, (ſubject nevertheleſs to the proviſoes of redemption hereinbefore-mentioned); *And alſo* except, &c. (another mortgage to another perſon of other part of the premiſſes, and aſſigned in like manner to the ſame truſtee by another *quadripartite* indenture); *And alſo except* one annuity or yearly ſum of 5 *l.* charged on and payable quarterly out of the ſaid hereditaments and premiſſes hereby granted unto —— during the term of his natural life, in and by the ſaid will of the ſaid *H.* as therein mentioned.

Further covenants.

Exceptions.

A Mortgage by Demiſe, reciting a former Mortgage of the ſame Premiſſes to another Perſon.

THIS *Indenture,* made, &c. *Between J. W.* of, &c. of the one part, and *G. C.* of, &c. of the other part. *Whereas* by indenture of mortgage, &c. *(Recital of a mortgage of the premiſſes by demiſe to* H. J. *for* 500 *years, in conſideration of* 800 l. See Title *Recitals*): *And whereas* the ſaid intire principal ſum of 800 *l.* together with a conſiderable arrear of intereſt remains due to the ſaid *H. J.* and the ſaid *G. C.* for the ſupplying the preſent occaſions of the ſaid *J. W.* hath agreed to advance and lend to him the ſum of 600 *l.* on the ſecurity of the ſame manor, &c. *Now this Indenture witneſſeth,* that for and in conſideration of, &c. the receipt, &c. and for divers, &c. *He* the ſaid *J. W. Doth* hereby declare and agree, that the ſaid manor, &c. and premiſſes

Declaration.

premiſſes hereinafter mentioned to be thereby granted and demiſed, ſhall for and during the reſt, reſidue and remainder of the ſaid term of 500 years yet to come and unexpired, as well ſtand and be a ſecurity for the ſaid ſum of 600 *l.* ſo advanced and paid to him the ſaid *J. W.* by the ſaid *G. C.* as aforeſaid, with intereſt for the ſame at the rate of, *&c.* as for the ſaid ſum of 800 *l.* ſo due to the ſaid *H. J.* and the intereſt thereof: *And this Indenture further witneſſeth*, that for and in conſideration of the ſaid ſum of 600 *l.* ſo paid to the ſaid *J. W.* as aforeſaid, he the ſaid *J. W. Hath* granted, bargained, ſold, demiſed and to farm letten, and, *&c. Doth*, *&c.* unto the ſaid *G. C.* his executors, *&c. All*, *&c. To have and to hold*, *&c. Yielding*, *&c. (Add covenants as uſual, with exception of the recited mortgage). In Witneſs*, &c.

By Leaſe for Years, in purſuance of a Power reſerved in a Settlement, which was before executed in part.

THIS *Indenture*, made, *&c. Between J.* lord *W.* of the one part, and *J. F.* of ——— of the other part. *Whereas* in and by indenture, *&c. (Reciting the ſettlement to the end of the uſes) In* which ſaid indenture is contained a proviſo in theſe or the like words, (to wit) *Provided*, &c. *to mortgage by deed for 300 years, or for any leſſer term, upon truſt to raiſe any ſum not exceeding 4000 l.* as by, *&c. Now this Indenture witneſſeth*, that the ſaid *J.* lord *W.* for and in conſideration of the ſum of 1000 *l.* of, *&c.* in hand, *&c.* by the ſaid *J. F.* at and before, *&c.* the receipt, *&c.* and for divers, *&c. He* the ſaid *J.* lord *W.* by virtue of the ſaid power, and all other powers enabling him in this behalf, and as fully as he may or can by law or equity, *Hath* granted, leaſed, demiſed, ſet and to farm letten, and by this preſent indenture in writing, atteſted by three credible perſons whoſe names are hereon indorſed as witneſſes hereunto, *Doth* grant, *&c.* unto the ſaid *J. F.* his executors, *&c. All*, *&c.* and the reverſion, *&c.* and all the eſtate, *&c.* power and equity of redemption of the ſaid *J.* lord *W.* in and to the ſame; *To have and to hold* the ſaid, *&c.* unto the ſaid *J. F.* his executors, *&c.* from henceforth, for and during and unto the full end and term of 290 years, fully to be completed and ended; *Yielding and paying* therefore yearly and every year during the ſaid term unto the ſaid *J.* his heirs and aſſigns, the rent of one pepper-corn only, if the ſame ſhall be lawfully demanded: *Provided*, &c. *(the proviſo of redemption)* and, &c. *(Covenant to pay the money, that notwithſtanding any act*, &c. *(except*, &c.*) the mortgagor has power to grant, that after default of payment the mortgagee ſhall enter and enjoy, (except*, &c.*) free from incumbrances, (Except mortgage by leaſe for 200 years for ſecuring* 1000 l. *and intereſt, aſſigned by order of chancery by the ſaid* J. *lord* W. *to* P. N. *and* V. W. *for ſecuring a ſum of money and intereſt, in truſt for*, &c. *purſuant to a decree, and that the mortgagor will keep down the intereſt of the ſaid ſum, ſo as it do not prejudice the ſecurity to* J. F. *for further aſſurance): And laſtly*, the ſaid *J. F.* for himſelf, his executors, *&c.* doth covenant, *&c.* to and with the ſaid *J.* lord *W.* his heirs, *&c.* by theſe preſents, that until there ſhall be a failure in payment of the ſaid ſum of

——— or

—— or ſome part thereof, contrary to the true intent and meaning of the above written proviſo or covenant, it ſhall and may be lawful to and for the ſaid *J.* lord *W.* his heirs and aſſigns, to receive the rents, iſſues and profits of the ſaid, *&c.* to his and their uſe and uſes, without any account to be had or given for the ſame *(a) In Witneſs*, &c.

Another, in purſuance of the Power in a Settlement, wherein was a Covenant to ſuffer a Common Recovery.

THIS *Indenture*, made, *&c. Between H B.* of, *&c.* and *D.* his wife, (which ſaid *D.* is the only daughter and heir of *H. M.* bart. deceaſed) of the one part, and *J. M.* of, *&c.* of the other part. *Whereas*, &c. *(Recital of the ſettlement, with a covenant to ſuffer a recovery to the end of the uſes) In* which ſaid indenture of releaſe is alſo contained a proviſo in theſe words, or to the effect following, (that is to ſay) *Provided*, &c. *(Proviſo or power to mortgage the premiſſes): And whereas* a common recovery was ſuffered, according to and in purſuance of the covenant or agreement for that purpoſe contained in the ſaid indenture of releaſe herein before recited: *And whereas* the ſaid *J. M.* hath agreed to lend and advance the ſum of —— principal money, unto the ſaid *H. B.* and *D.* his wife, in part of the ſum of —— which, in and by the before recited proviſo, they the ſaid *H. B.* and *D.* his wife have power to raiſe and borrow on the ſecurity of the premiſſes: *Now this Indenture witneſſeth*, that for and in conſideration of the ſaid ſum of —— of, *&c.* to the ſaid *H. B.* and *D.* his wife, in hand, *&c.* the receipt, *&c. They* the ſaid *H. B.* and *D.* his wife, according to and in purſuance of the power to them limited in and by the ſaid recited indenture *quadripartite* of releaſe, bearing date, *&c.* and the recovery ſuffered in purſuance thereof, *Have* by this deed, writing and indenture, under both their hands and ſeals, by both of them the ſaid *H. B.* and *D.* his wife, executed before and atteſted by three credible witneſſes, granted, demiſed, limited and appointed, and by, *&c. Do*, and each of them *Doth* grant, *&c.* unto the ſaid *J. M.* his executors, *&c. All*, &c. *To have and to hold* the ſaid, *&c.* and all and ſingular other the premiſſes herein and hereby granted, demiſed, limited or appointed, or meant, mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid *J. M.* his, *&c.* from the day of the date of theſe preſents, for and during and unto the full end and term of 1000 years, from thenceforth next enſuing and fully to be compleat and ended; *Yielding and paying* therefore yearly and every year during the ſaid term hereby limited, unto

(a) Note; the power was executed in part before this mortgage, otherwiſe the mortgagor ought to have covenanted, that the ſaid recited power is in full force, and not executed before the execution of theſe preſents, and that the ſame is not ſuſpended or extinguiſhed.

the ſaid *H. B.* and *D.* his wife, their heirs and aſſigns, the rent of one pepper-corn only, at the feaſt of —— (if the ſame ſhall be lawfully demanded) *Provided always*, &c. *(that if* H. B. *and* D. *his wife, or other perſon ſeiſed, purſuant to the limitations in the recited ſettlement pay, theſe preſents to be void*; vide Tit. *Proviſo.) And*, &c. *(Covenant to pay the morigage money; good right; in caſe of default of payment, the mortgagee to enter and enjoy, free from incumbrances; for further aſſurance in caſe of ſuch default, and until default the mortgagors to enjoy.* Vid. Tit. *Covenants.) In Witneſs*, &c.

For further Security, there having only been a Bond given for the Repayment of Money borrowed.

THIS *Indenture*, &c. *Between*, &c. *Whereas* the ſaid *W. G.* the father, and *W. G.* the ſon, have taken up and borrowed of the ſaid *F. L.* and *I. F.* the ſum of 2000 *l.* of, &c. and for ſecuring the repayment thereof with intereſt after the rate of 5 *l. per cent. per ann.* by their bond or writing obligatory, bearing equal date herewith, ſtand bound to the ſaid *F. L.* and *J. F.* in the penal ſum of 4000 *l.* conditioned for the payment of 2000 *l.* as therein is mentioned: *Now this Indenture witneſſeth*, that for ſecuring the ſaid ſum of 2000 *l.* and intereſt, and in conſideration of 5 *s.* a-piece, &c. *(as in other mortgages).*

Security by Inderſement, from the three Executors of an Executor and of an Adminiſtrator for a further Sum due on Account ſtated upon a Mortgage made by the Inteſtate.

WHEREAS the within *J. G.* died inteſtate, and adminiſtration of all his goods, chattels, rights and credits, was duly granted unto *A. J.* his widow and relict: *And whereas* the ſaid *A. J.* is ſince dead, having firſt made her laſt will and teſtament in writing, and thereof made her daughter *S. J. M. J.* and *E. D.* wife of *A. D.* executors, who have ſince duly proved the ſame in the prerogative court of *Canterbury*, and taken upon him the burthen and execution thereof. *And whereas* adminiſtration of all and ſingular the goods and chattels rights and credits of the ſaid *J. G.* deceaſed, unadminiſtered by the ſaid *A. J.* hath been alſo duly granted to the ſaid *S. J. M. J.* and *E. D. And whereas* the within named *J. B.* is dead, having firſt made his laſt will in writing, and thereof *J. F. S. C.* and *F. B.* joint executors, who duly proved the ſame, but the ſaid *J. F.* was the only acting executrix thereof: *And whereas* the ſaid *J. F. S. C.* and *F. B.* are ſince dead, and letters of adminiſtration with the will annexed of the ſaid *J. B.* have been duly granted to *C. D.* of, &c. eſq; *And whereas* the ſaid *S. J. M. J.* and *A. D.* and *E.* his wife, have this day ſettled accounts with

with the ſaid *C. D.* touching all monies received by the ſaid *S. F. S. G.* and *F. B.* and *C. D.* or any of them, or by any other perſon or perſons for their or any of their uſe, for or on account of the principal monies and intereſt due on the within mentioned mortgaged premiſſes, by the perception of the rents thereof, or otherwiſe, as alſo for and concerning divers ſums of money paid, advanced and diſburſed by the ſaid *S. F. S. G.* and *F. B* and *C. D.* for and on account of the within mentioned mortgaged premiſſes, whereby it does appear that the ſum of 512 *l.* in the proviſo within written mentioned, is ſtill wholly due and unpaid to the ſaid *C. D.* and alſo that there has been advanced and paid for and on account of the within mortgaged premiſſes, the further ſum of 174 *l.* 8 *s.* *Now theſe Preſents witneſs*, that the ſaid *S. J. M. J. A. D.* and *E.* his wife, for the conſideration aforeſaid, do for themſelves ſeverally, and for their ſeveral heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that the within mentioned to be aſſigned premiſſes, and every part and parcel thereof, ſhall be liable to and chargeable with the payment as well of the within mentioned ſum of 512 *l.* and intereſt thereof, as of the aforeſaid ſum of 174 *l.* 8 *s.* advanced and paid as aforeſaid, together with lawful intereſt for the ſame; and that they the ſaid *S J. M. J. A. D.* and *E.* his wife, their executors and adminiſtrators or any of them, ſhall not, nor will redeem or cauſe to be redeemed the within mentioned to be aſſigned premiſſes, or any part thereof, without payment as well of the ſaid ſum of 512 *l* within mentioned to be ſecured, and the intereſt thereof, as alſo of the ſaid ſum of 174 *l.* 8 *s.* and the intereſt thereof; *And* the ſaid *S. J.* and *M J* for themſelves ſeverally and reſpectively, and not the one for the other of them, and for their ſeveral and reſpective heirs, executors and adminiſtrators, and the ſaid *A. D.* for himſelf and the ſaid *E.* his wife, and his heirs, executors and adminiſtrators do further covenant, promiſe and agree, to and with the ſaid *C. D.* his executors, adminiſtrators and aſſigns, that they the ſaid *S. J. M. J. A. D.* and *E* his wife, their executors and adminiſtrators, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *C. D* his executors, adminiſtrators or aſſigns, the ſaid two ſeveral ſums of 512 *l* and 174 *l.* 8 *s.* together with the lawful intereſt for the ſame, on the 20th day of *July* next enſuing the date of theſe preſents. *In Witneſs*, &c.

A farther Charge of Lands mortgaged (the Mortgagor and Mortgagee being both dead) for Money borrowed by the Heir of the Mortgagor of the Heir and Deviſee of the Mortgagee.

By Indorſement on the Mortgage.

Recitals.

Mortgagor's death, &c.

Mortgagee's death and will.

Mortgage money to be laid out in a purchaſe, &c.

Intereſt paid.

More money borrowed.

Covenant that the premiſſes mortgaged ſhall be chargeable with the whole ſum.

Proviſo and covenant that on payment of principal and intereſt, the heir of the

TO *all*, &c. *Whereas* the above named *G. L.* is departed this life, whereby *B. L.* eſq; eldeſt ſon and heir and alſo executor of the ſaid *G. L.* is become legally intitled to the equity of redemption of the within mentioned mortgaged premiſſes; *And whereas* the above named *D. E.* is alſo dead, having in his life-time made his laſt will and teſtament, dated, *&c.* and therein reciting, that there was due to him from *M. L.* the principal ſum of 2500*l.* ſecured by a mortgage for his ſhare and intereſt in —— did by his ſaid will direct, that as ſoon as a convenient purchaſe could be found or had, his executors therein after named ſhould, with the approbation of his ſecond ſon, now earl of —— lay out the ſaid ſum of 2500*l.* owing to him from the ſaid *M. L.* in the purchaſe of lands, tenements or hereditaments to be conveyed to the ſeveral uſes thereinafter mentioned: and the ſaid teſtator's further will and meaning was, that until ſuch purchaſe ſhould be made as aforeſaid, his executors and the ſurvivor of them, and the executors or adminiſtrators of ſuch ſurvivor, ſhould in the mean time permit his ſaid ſon *C. C.* now —— to receive to his own uſe the intereſt of the ſaid 2500*l.* owing to the ſaid teſtator from the ſaid *M. L.* as by the ſaid in part recited will, relation, *&c. And whereas* no convenient purchaſe has yet been found: *And whereas* all intereſt due for the ſaid ſum of 2500*l.* to the day of the date hereof, is paid off and diſcharged by the ſaid *B. L. And whereas* the ſaid *B. L.* hath this day taken up and borrowed of the ſaid earl of —— the further ſum of 500*l.* of *&c.* (which together with the before mentioned ſum of 2500*l* amounts in the whole to the ſum of 3000*l.* principal money) the receipt whereof the ſaid *B. L.* doth, *&c. Now know ye*, that for the conſideration aforeſaid, he the ſaid *B. L.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid earl of —— his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, that all and every the premiſſes in the within written indenture mentioned, and thereby granted and releaſed, ſhall from henceforth ſtand charged and be chargeable, and be a ſecurity for the payment of the ſum of 3000*l.* and intereſt; and that the within mentioned mortgaged premiſſes ſhall not be redeemed or redeemable until the ſaid ſum of 3000*l.* and all intereſt to grow due for the ſame, ſhall be fully paid and ſatisfied: *Provided always*, &c. *And* the ſaid earl of —— for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *B. L.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, that if the ſaid *B. L.* his heirs, executors or adminiſtrators,

or

or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid earl of ——— his executors, adminiſtrators or aſſigns, the ſaid ſum of 500 *l.* part of the ſaid ſum of 3000 *l.* together with intereſt for the whole principal ſum of 3000 *l.* after the rate of 5 *l. per cent. per ann.* and alſo ſhall and do well and truly pay or cauſe to be paid the ſaid ſum of 2500 *l.* remainder of the ſaid premiſed ſum of 3000 *l.* to the ſeveral perſons, in and by the ſaid in part recited will of the ſaid earl of —— intitled to receive the ſame on —— next enſuing the date of theſe preſents, without any deduction, *&c.* that then he the ſaid earl of —— his heirs, executors or adminiſtrators, ſhall and will at the requeſt, coſts and charges, of the ſaid *B. L.* his heirs, executors, adminiſtrators and aſſigns, convey the within mentioned premiſſes to the ſaid *B. L.* his heirs, executors, adminiſtrators or aſſigns, or to ſuch perſon or perſons as he or they ſhall direct or appoint: *And* the ſaid *B. L.* for himſelf, his heirs, executors and adminiſtrators doth covenant, promiſe and grant, to and with the ſaid earl of —— his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, that they, and in ſuch caſe the ſaid *B. L.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will well and truly pay the ſum of 3000 *l.* with intereſt for the ſame after the rate of 5 *per cent. per ann.* in manner aforeſaid according to the true intent and meaning of the above written proviſo. *In Witneſs*, &c.

mortgagee ſhall convey the premiſſes to the heir of the mortgagor.

Heir of the mortgagor covenants to pay the mortgage money, &c.

A further Charge from Plaintiffs in a Cauſe, to ſecure to the Solicitor all Monies for carrying on the Cauſe, &c.

AND *Whereas* the above named *J. S.* as the ſole executor of the above named *J. S.* did as of *T.* term now laſt paſt exhibit his bill in the high court of chancery as plaintiff againſt them the ſaid *J. M.* and *E.* his wife, and *G. B.* defendants, whereby, after ſetting forth (amongſt other things) the herein above mentioned mortgage made from the ſaid *J. S.* to the ſaid *G. B.* of the ſaid premiſſes, and the transfer thereof from the ſaid *G. B.* to the ſaid *G. S.* for ſecuring payment to him of the ſaid ſum of 221 *l.* 10 *s.* and intereſt, it is by the ſaid bill (among other things) prayed, that the ſaid *J. M.* and *E.* his wife, might pay to the ſaid *J. S.* his principal, intereſt and coſt, due on his ſaid ſecurity at the time therein mentioned, or elſe that they ſhould ſtand and be abſolutely foreclоſed of all equity and benefit of redemption, of, in and to the ſaid premiſſes, to which bill they the ſaid *J. M.* and *E.* his wife have put in their anſwers, and alſo have brought a croſs bill in the ſaid court as plaintiffs againſt the ſaid *J. S.* and others, as defendants, touching the transfer of the ſaid mortgaged premiſſes, and to have an account of the ſaid *J. S.*'s perſonal eſtate, and other matters in the ſaid bill contained; but not having money of their own to pay the charge and expence of defending and proſecuting the ſame, have applied to and requeſted the ſaid *J. T.* to be their ſolicitor in the ſaid cauſes, and to advance monies for managing and carrying on the ſame until a final determination thereof, (who at their ſpecial inſtance and requeſt hath agreed ſo to do) and for ſecuring repayment of all ſuch ſums of money

As to a bill in a chancery, and prayer thereof.

As to application to Mr. *T.* to carry on the cauſe.

money as ſhall be by him advanced and paid in managing and carrying on the ſaid cauſes, and for his fees and expences in ſo doing, the ſaid *J. M.* and *E.* his wife have agreed, that the ſaid herein before releaſed premiſſes ſhall ſtand and be as a ſecurity for payment of the ſame to the ſaid *J. T.* in ſuch manner and ſubject as herein after is mentioned: *Now this Indenture further witneſſeth*, that they the ſaid *J. M.* and *E.* his wife, in purſuance of the ſaid recited agreement, and for the purpoſes aforeſaid, *Have*, and by theſe preſents *Do*, and each of them *Doth* conſtitute, authorize and appoint, and in their place and ſtead depute and put the ſaid *J. T.* their true and lawful attorney and ſolicitor, to defend and carry on the ſaid cauſes in the ſaid court of chancery touching the matters aforeſaid, and to act, tranſact, execute, do and perform all and every ſuch acts and things as ſhall be neceſſary and requiſite for the defending and carrying on the ſaid cauſes, until the ſame ſhall be fully ended and determined, in ſuch manner as he the ſaid *J. T.* ſhall be adviſed, or in his diſcretion, from time to time, ſhall think neceſſary; and that they the ſaid *J. M.* and *E.* his wife, do, and each of them doth hereby give and grant unto the ſaid *J. T.* and his aſſigns, their and each of their full, whole and abſolute power in all and ſingular the ſame premiſſes, and do, and each of them doth hereby allow, ratify, eſtabliſh and confirm all and every ſuch legal acts and things as he or they ſhall do or cauſe to be done, by virtue of theſe preſents, and the power hereby given; and for ſecuring payment unto the ſaid *J. T.* of all and every ſuch ſum and ſums of money as ſhall be by him diſburſed, paid and expended in defending and carrying on the ſaid cauſes, and for his fees in ſo doing, *They* the ſaid *J. M.* and *E.* his wife, (by and with the conſent and approbation of the ſaid *B. G.* teſtified by his executing of theſe preſents) *Do* and each of them *Doth* by theſe preſents charge, and make chargeable and liable the ſaid meſſuage or tenement, lands, hereditaments, and all and ſingular the hereby granted and releaſed premiſſes, with their appurtenances, to and with the payment of the ſame (*Subject nevertheleſs* in the firſt place to and with the payment of all principal and intereſt monies hereby ſecured to the ſaid *B. G.* his executors and aſſigns, in manner as aforeſaid) and alſo to the payment of all principal, intereſt monies and coſts, as ſhall appear to be juſtly due and owing, by virtue of the herein before mentioned ſecurity: *And* the ſaid *J. M.* for himſelf, and for the ſaid *E.* his wife, and for their reſpective heirs, executors and adminiſtrators, doth hereby covenant to and with the ſaid *J. T.* his executors, adminiſtrators and aſſigns, in manner as follows, *viz.* That they the ſaid *J. M.* and *E.* his wife, or one of them, their or one of their executors or adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. T.* his executors or aſſigns, all ſuch ſum and ſums of money as ſhall be by him and them diſburſed, paid and expended, for the defending and carrying on the aforeſaid cauſes, together with all his fees and charges in ſo doing, and that the ſaid hereby releaſed premiſſes ſhall not be redeemed or redeemable, either in law or in equity, until the full payment and ſatisfaction thereof be made; *And alſo* that they the ſaid *J. M.* and *E.* his wife, or either of them, their or either of their executors, or adminiſtrators, ſhall not, without the conſent of the ſaid *J. T.* firſt had in writing for that purpoſe, revoke the above mentioned letter of attorney, nor releaſe, diſcharge, diſcontinue, or do any other act whatſoever whereby to prevent, ſtop or hinder

Letter of attorney ſo to do.

Mortgaged premiſſes charged with payment of monies for carrying on the cauſe.

hinder any proceedings whatſoever in the ſaid cauſes, or either of them, until ſuch time as he the ſaid *J. T.* his executors and aſſigns, ſhall be fully paid and ſatisfied all his diſburſements, charges, fees and expences touching his managing and carrying on the ſame in manner as aforeſaid, according to the true intent and meaning of theſe preſents.

A Mortgage to Truſtees for 2100*l. for ſecuring the Money of an Infant put out by his Guardians who are the Truſtees.*

THIS *Indenture*, made, *&c. Between* Sir *J. M.* of, *&c.* of the one part, and *R. M.* of, *&c.* eſq; and *W. P. W.* of, *&c.* eſq; (ſurviving executors in truſt of the laſt will and teſtament of Sir *G. H.* knight, *&c.* deceaſed) of the other part. *Whereas* by indentures of leaſe and releaſe, the leaſe bearing date the 12th day of *June* in, *&c.* and made, or mentioned to be made between Sir *J. M.* of the firſt part, *R. W.* eſq; and *R. C.* eſq; of the ſecond part, *T. W.* eſq; and *W. C.* eſq; of the third part, *T. C.* eſq; and *M. F.* eſq; of the fourth part, and dame *P. M.* (the now wife of the ſaid Sir *J. M.* by her then name of *P. W.* daughter of Sir *G. W.* baronet deceaſed) and ſiſter of the ſaid *T.* and *C. W.* of the fifth part, reciting (among other things) that a marriage was agreed and intended to be had and ſolemnized between the ſaid Sir *J. M.* and the ſaid dame *P.* his now wife (then *P. W.*) in conſideration of the ſaid then intended marriage, and of the marriage-portion of the ſaid dame *P.* and for other conſiderations therein mentioned, the ſaid Sir *J. M.* did grant, releaſe and convey unto the ſaid *R. W.* and *T. D. All* thoſe manors or lordſhips of *W. D. To hold* unto the ſaid *R. W.* and *T. D.* and their heirs, *To* and for the ſeveral uſes, intents and purpoſes, and under and ſubject to the ſeveral proviſoes, conditions and agreements therein after mentioned and expreſſed, *viz.* to the uſe of, *&c. In Truſt* for the raiſing and paying the ſaid portions and yearly maintenance to and for ſuch younger and other child or children as afore is mentioned; ſo as and always provided, that the ſaid ſum and ſums of money ſo to be charged and raiſed for the portions and maintenance of ſuch younger and other child and children as aforeſaid, or the term and terms of years to be limited and appointed for the raiſing thereof, do not in any manner affect, charge, take place or commence, in or upon the ſaid manors and premiſſes in the ſaid county of *W.* until after the deceaſe of the ſaid dame *P.* (then *P. W.*) *And whereas* ſoon after the making and executing the ſaid in part recited indentures of leaſe and releaſe of marriage ſettlement, the ſaid marriage between the ſaid Sir *J. M.* and the ſaid *D. P.* his now wife, did take effect and was ſolemnized; *And* the ſaid Sir *J. M.* has iſſue by the ſaid *D. P.* his wife, two ſons and two daughters (*viz.*) *C. J. P.* and *C. M. And whereas* the ſaid Sir *J. M.* is about marrying the ſaid *P.* his eldeſt daughter, unto *J. H.* of, *&c.* eſq; *And whereas* in a cauſe depending in the high and honourable court of chancery, wherein the ſaid Sir *J. M.* was plaintiff, and the ſaid *C. M.* and *J. M.* ſons of the ſaid Sir *J. M.* by the ſaid *D. P.* (being infants under the age of 21 years by *J. M.* of the

pariſh of St. *A. H.* in the county of *M.* eſq; guardian) were defendants, it was declared by the right honourable the lord high chancellor of *Great Britain*, that the plaintiff, by virtue of the ſaid ſettlement, had a power, and might in purſuance thereof make one or more mortgage or mortgages of the ſaid ſettled premiſſes, or any part thereof, for raiſing portions for his younger children, not exceeding in the whole the ſum of 4000 *l.* but not to take place as to the ſaid premiſſes in *W.* of the ſaid lady *M. P.* rent-charge of 500 *l. per ann.* ſettled on her for life as aforeſaid; and his lordſhip did thereby order and decree, that the plaintiff Sir *J. M.* be at liberty as to the premiſſes in the ſaid county of *W.* ſo as it be without prejudice to the ſaid rent-charge, ſo ſettled on the lady *P.* as aforeſaid, or the arrears thereof, that may happen to be due at the time of her deceaſe, to raiſe the ſaid ſum of 4000 *l.* or any part thereof, ſo as the ſame be applied to the portions of his younger children as aforeſaid, and to no other purpoſe, at ſuch time or times as he ſhould think fit, by making one or more mortgage or mortgages of the premiſſes, or any part thereof, with liberty to the mortgagee or mortgages to enter thereon, in default of payment of the principal or intereſt, at the day or days to be therein appointed, as is uſual in mortgages; and it is thereby ordered and decreed, that when any mortgage or mortgages ſhould be made for that purpoſe aforeſaid, the plaintiff, his executors and adminiſtrators, do keep down the intereſt of the money which from time to time ſhould grow due during his life, but the mortgagee or mortgagees of ſuch premiſſes as ſhould be mortgaged, was and were (notwithſtanding the ſaid plaintiff was thereby decreed to keep down the intereſt of the mortgage, if he or they ſhould think fit) to be at liberty to enter upon the ſaid mortgaged premiſſes, or any part thereof, in default of the plaintiff's payment either of the intereſt or of the principal if the mortgagee or mortgagees ſhould think fit to permit the plaintiff to continue in poſſeſſion of and to receive the profits thereof, ſuch receipt of the profit was not to be deemed any exoneration of the premiſſes ſo to be mortgaged as aforeſaid. *And whereas* the ſaid Sir *G. H.* by his laſt will and teſtament in writing, bearing date, *&c.* after ſeveral legacies thereby given, did (among other things) give the reſidue of his eſtate both real and perſonal unto his children begotten, and to be begotten on the body of dame *S.* his wife, equally to be divided (but his eldeſt ſon to have a double ſhare); but for want of ſuch iſſue, or in caſe of death before 21 years of age, or day of marriage without iſſue, then he gave the reſidue of his ſaid eſtate to the ſaid dame *S.* his wife and to his three daughters by his former wife, to be equally divided between them, and made the ſaid dame *S.* his wife and *T. L.* eſq; (both ſince deceaſed) and the ſaid *R. M.* and *W. P. W.* executors of his ſaid will: *And whereas* the ſaid dame *S.* and *T. L.* did both depart this life in the lifetime of the ſaid teſtator: *And whereas* the ſaid Sir *G. H.* the teſtator did afterwards depart this life, leaving this iſſue by the ſaid dame *S.* one ſon and one daughter, *viz. L. H.* and *S. H.* being infants under the age of 21 years; ſoon after which ſaid deceaſe of the ſaid Sir *G. H.* the teſtator, the ſaid *R. M.* and *W. P. W* being the ſurviving executors of his ſaid will, did prove the ſaid will in the prerogative court of *C.* *And whereas* by a decree or decretal order made and pronounced in the ſaid court of chancery the 9th day of *October*, in the 5th year of the reign, *&c.* in a cauſe there depending, wherein the ſaid *L. H.* and *S. H.* (the infant

infant children of the ſaid teſtator) by dame *M. L.* their *prochein amy* were plaintiffs, and *M. H.* (ſince deceaſed) *N. S.* and the ſaid *R. M.* and *W. P. W.* and others were defendants, it was ordered and decreed by the ſaid court (among other things) that the ſaid dame *M. L.* and all the defendants in the ſaid laſt mentioned cauſe ſhould ſeverally account before Mr. *M.* one of the maſters of the ſaid court, for all the eſtate of the ſaid teſtator Sir *G. H.* and that as any money due on any of the ſecurities belonging to the ſaid Sir *G. H.*'s eſtate ſhould be paid, the ſame ſhould, from time to time, be brought before the ſaid maſter, and by him placed out at intereſt on ſecurity, to be by him approved of, ſubject to the truſt in the teſtator's will as by the ſaid indentures of leaſe and releaſe of marriage ſettlement, laſt will and teſtament, decrees or decretal orders and other proceedings in the ſaid court of chancery, relation being thereunto reſpectively had, may more fully appear: *And whereas* the ſaid *S. H.* daughter of the ſaid Sir *G. H.* by the ſaid *D. S.* his wife, lately departed this life: *And whereas* the ſaid Mr. *M.* with the conſent and approbation of the ſaid *R. M.* and *W. P. W.* and at the requeſt and by the direction of the ſaid Sir *G. H.* toward the portion of the ſaid *P. M.* the eldeſt daughter of the ſaid Sir *J. M.* by his ſaid now wife dame *P. M.* *Now this Indenture further witneſſeth*, that for and in conſideration of the ſaid ſum of 2000 *l.* of, *&c.* to the ſaid Sir *J. M.* by *J. M.* eſq; one of the maſters of the ſaid court of chancery, well and truly paid towards the portion of the ſaid *P. M.* eldeſt daughter of the ſaid Sir *J. M.* by the ſaid *D. P.* his now wife, at or before the ſealing and delivery of theſe preſents, the receipt and payment whereof the ſaid Sir *J. M.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *J. M.* his heirs, executors and adminiſtrators, and every of them, by theſe preſents, the ſaid Sir *J. M.* by virtue and in purſuance of the ſaid power reſerved to him, and by virtue of the ſaid proviſo herein before mentioned to be contained in the ſaid in part recited indenture of releaſe of marriage ſettlement, and by virtue of all and every power and powers enabling him thereunto, and likewiſe in purſuance of the firſt herein before in part recited decree, *Hath*, by this indenture and writing under his hand and ſeal, in the preſence of three credible witneſſes, whoſe names are hereupon indorſed, charged, and by theſe preſents doth abſolutely charge *All* the ſaid manors, *&c.* with the raiſing and payment of the ſaid ſum of 2000 *l.* and the ſum of 100 *l.* for the intereſt thereof, of good, *&c.* unto the ſaid *R. M.* and *W. P. W.* their executors, adminiſtrators and aſſigns, in manner as in the proviſo or condition herein after contained is mentioned and expreſſed: *And this Indenture further witneſſeth*, that for the conſiderations aforeſaid, and in further purſuance of the ſaid power reſerved and given to him the ſaid Sir *J. M.* in and by virtue of the ſaid proviſo herein before mentioned to be contained in the ſaid in part recited indenture of releaſe of marriage ſettlement, and by virtue of all and every power and powers enabling him the ſaid Sir *J. M.* hereunto, and in further purſuance of the firſt herein before in part recited decree, *He* the ſaid Sir *J. M.* *Hath* limited, appointed and demiſed, and by theſe preſents *Doth* limit, appoint and demiſe *All* the ſaid manor, *&c.* unto the ſaid *R. M.* and *W. P. W.* their executors, adminiſtrators and aſſigns; *To have and to hold* the ſaid manor, *&c.* hereby limited and appointed, or mentioned or intended to be

hereby

hereby limited and appointed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, unto the ſaid *R. M.* and *W. P. W.* their executors, adminiſtrators and aſſigns, from henceforth, for and during, and unto the full end and term of 1000 years, without impeachment of or for any manner of waſte: *Provided always*, and theſe preſents are upon this expreſs condition, that if the ſaid Sir *J. M* his heirs, executors, adminiſtrators or aſſigns, or any other perſon or perſons that ſhall be intitled to the reverſion, remainder and inheritance of the ſaid manor and premiſſes ſo limited and appointed for the ſaid term of 1000 years as aforeſaid, immediately expectant upon the ſame term, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *R. M.* and *W. P. W.* their executors, adminiſtrators or aſſigns, (at or in the common dining hall of *Gray's Inn* aforeſaid) the full and juſt ſum of 2100 *l.* of lawful money of *Great Britain*, in manner following, (that is to ſay) the ſum of 50 *l.* part thereof on the —— day of —— next enſuing the day of the date of theſe preſents, and the ſum of 2050 *l.* reſidue and in full payment and ſatisfaction of the ſaid ſum of 2100 *l.* upon the —— day of —— which ſhall be in the year of our Lord 17— without making any abatement, deduction or defalcation out of the ſame, or any part thereof, for or in reſpect of any taxes, charges, payments or aſſeſſments already taxed, charged or aſſeſſed, or hereafter to be taxed, charged or aſſeſſed by any act or acts of parliament made or to be made, or by any other power or authority whatſoever; *In Truſt nevertheleſs* for the benefit of the ſaid *L. H.* the infant, in manner as the ſame is bequeathed to him by his ſaid late father's will: *Subject nevertheleſs* to the deviſes over upon ſuch contingencies as in the ſaid in part recited will of the Sir *G. H.* the teſtator are mentioned and expreſſed; that then theſe preſents and the ſaid term of 1000 years hereby limited and appointed as aforeſaid, and every article, clauſe and thing herein contained, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes whatſoever; any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding; *And* the ſaid Sir *J. M.* for himſelf, his heirs, executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant, to and with the ſaid *R. M.* and *W. P. W.* their executors, adminiſtrators and aſſigns, and to and with every of them, by theſe preſents, in manner and form following, (that is to ſay) that he the ſaid Sir *J. M.* his heirs, executors, adminiſtrators or aſſigns, ſhall and will, without any abatement, deduction or defalcation of any part thereof, for or in reſpect of any taxes, charges, payments or aſſeſſments as aforeſaid, well and truly pay, or cauſe to be paid unto the ſaid *R. M.* and *W. P. W.* their executors, adminiſtrators or aſſigns, at the place of payment before mentioned, the ſaid ſum of 2100 *l.* of, *&c.* in manner and form aforeſaid, at or upon the ſeveral days herein before limited or appointed for the payment thereof; *And*, &c. good right, *&c.* to charge the ſaid manors, *&c.* with the payment of the ſaid ſum of 2100 *l.* and to limit and appoint the ſame manors, *&c.* unto the ſaid *R. M.* and *W.* their executors, adminiſtrators and aſſigns, for and during the ſaid term of 1000 years, in manner aforeſaid; and according to the true intent and meaning of theſe preſents, *And peaceable enjoyment until default, free*, &c. *further aſſurance*, &c. *In Witneſs*, &c.

A Mortgage

A Mortgage in Fee (of Part of an Infant's Money deviſed to her by Will) to two Truſtees, in purſuance of a Decree in Chancery and of a Maſter's Report, with the Maſter's Approbation, &c.

THIS *Indenture quadripartite*, &c. *Between J. A.* of, &c. of the firſt part, *E. J.* of, &c. widow, ſole executrix of the laſt will and teſtament of dame *R. M.* late of *L.* widow, her late mother deceaſed, of the ſecond part; *R. L. B.* an infant (grand-daughter of the ſaid dame *R. M.* deceaſed) of the third part; and Sir *W. J.* of, &c. knight, and *W. N.* of, &c. eſq; of the fourth part. *Whereas* the ſaid dame *R. M.* in and by her laſt will and teſtament in writing, bearing date on or about the 16th day of *December*, which was in the year, &c. declared ſhe would have 10,000 *l.* laid out in lands and ſettled on her grand-daughter *R. L. B.* of which ſhe ſhould till the age of 18 have no intereſt or benefit, but then the land made over to her in truſt for the uſe of her and her children after her, and thereby deſired the ſaid Sir *W. J.* Mr. *L. B.* (father of the ſaid *R. L. B.*) and whoever elſe her daughter *E.* ſhould marry, to be truſtees for the ſaid *R. L. B.* and deſired her daughter *E.* whom ſhe made ſole executrix and reſiduary legatee, to take care that the 10,000 *l.* ſettled on the ſaid *R. L. B.* ſhould be ſo put into truſtees' hands for her own proper uſe, that if ſhe ſhould have an ill huſband, he might have no benefit from it, nor ſhe be able to cut off the intail: *And whereas* afterwards (*viz.*) in or about the month of *January*, which was in the year, &c. the ſaid dame *R. M.* departed this life without having revoked or altered the ſaid will; after whoſe death the ſaid *E. J.* duly proved the ſaid will in the prerogative court of *Canterbury*, and took upon her the burthen and execution of the ſaid will, as in and by the probate thereof, under ſeal of the ſaid prerogative court, relation, &c. *And whereas* the ſaid *E. J.* poſſeſſed herſelf of all the perſonal eſtate of the ſaid dame *R. M.* more than ſufficient to pay all her debts, legacies and funeral expences: *And whereas* the ſaid *R. L. B.* on or about the ſecond day of *December* laſt paſt before the date of theſe preſents, attained her ſaid age of 18 years: *And whereas* the ſaid Mr. *L. B.* and *J. J.* eſq; who had married the ſaid *E.* the daughter of the ſaid dame *R. M.* (two of the truſtees intended by the ſaid will of the ſaid dame *R. M.* for the purpoſes aforeſaid) are both ſince dead; and the ſaid Sir *W. J.* was unwilling to act in the ſaid truſt without the decree of the high court of chancery to indemnify him for ſo doing: *And whereas* by a decree or decretal order of the ſaid court of chancery, made by the right honourable the Maſter of the Rolls the 17th day of *February* laſt paſt before the date of theſe preſents, in a certain cauſe then and there depending between the ſaid *R. L. B.* by *F. L. B.* her next friend, plaintiff, the ſaid *E. J.* and Sir *W. J.* defendants, it was ordered and decreed, that the ſaid defendant Mr. *J.* ſhould lay out the ſaid ſum of 10,000 *l.* in a purchaſe of lands to be approved by Mr. *S.* one of the maſters of the ſaid court of chancery; and that any of the ſaid parties ſhould be at liberty to propoſe proper purchaſes

Recitals, *viz.*

As to the will whereby the 10,000 *l.* is given to the infant.

Truſts thereof.

As to teſtatrix's death.

Her executrix's proving the will.

As to infant's preſent age.

As to two of truſtees' death.

As to decree in chancery, whereby lands to be purchaſed and ſettled.

purchaſes before the ſaid maſter; and it being propoſed that the ſaid *W. N.* ſhould be added a truſtee to the ſaid defendant Sir *W. J.* it was ordered and decreed that the lands when purchaſed ſhould be conveyed to the ſaid Sir *W. J.* and *W. N.* and their heirs in truſt, to permit the plaintiff the ſaid *R. L. B.* to receive the rents and profits thereof to her own ſeparate uſe during her life, with remainder to truſtees to preſerve contingent remainders; remainder to the firſt and other ſons on the body of the plaintiff the ſaid *R. L. B.* lawfully to be begotten in tail male, with remainder to them in tail; and in default of ſuch iſſues, then to the daughter and daughters on the body of plaintiff, the ſaid *R. L. B.* lawfully to be begotten in tail, the daughters, if more than one, to take as tenants in common and not as jointenants, with croſs remainders amongſt the daughters; remainder in fee to the defendant *E. J.* and until ſuch purchaſe of lands ſhould be found wherein to inveſt the ſaid 10,000 *l.* the ſaid ſum of 10,000 *l.* was to be placed out at intereſt on government or other good ſecurities, with the approbation of the ſaid maſter, in the names of the ſaid defendant Sir *W. J.* and of the ſaid *W. N.* and the intereſt thereof, as the ſame ſhould become due, to be from time to time paid to the ſeveral perſon and perſons as would be intitled to the rents and profits of the ſaid lands, in caſe the ſame were purchaſed and ſettled as aforeſaid; and the ſaid Sir *W. J.* and *W. N.* are to declare the truſts thereof accordingly, as in and by the ſaid decree or decretal order, remaining as of record in the ſaid high court of chancery (relation being thereunto had) may, amongſt other things, appear: *And whereas* it hath been propoſed, that until the ſaid ſum of 10,000 *l.* can be laid out in the purchaſe of lands, to be ſettled as aforeſaid, that the ſum of 3500 *l.* part thereof, may be placed out at intereſt, on ſecurity of the meſſuages, lands, tenements and hereditaments hereinafter mentioned: *And whereas* the ſaid Mr. *S.* by his report bearing date the ſecond of this inſtant, and made in the ſaid cauſe, did certify that a propoſal had been made by the ſaid *W. N.* that the ſum of 3500 *l.* part of the ſaid ſum of 10,000 *l.* ſhould be placed out at intereſt upon the ſecurity of the lands, tenements and hereditaments herein after mentioned, until the ſame could be veſted in the purchaſe of lands, and that he did approve thereof, and did direct the ſaid *E. J.* to place out the ſaid ſum of 3500 *l.* accordingly, upon the ſaid ſecurity, as in and by the ſaid maſter's report, remaining as of record in the ſaid court of chancery, relation being thereunto had, may appear: *Now this Indenture further witneſſeth*, that for and in conſideration of the ſaid ſum of 3500 *l.* of, &c. to the ſaid *J. A.* in hand well and truly paid by the ſaid *E. J.* at or before the enſealing and delivery of theſe preſents, *(In purſuance of the ſaid order and report, and with the approbation of the ſaid maſter, teſtified by his ſigning his approbation in the margin of theſe preſents)* the receipt of which ſaid ſum of 3500 *l.* he the ſaid *J. A.* doth hereby acknowledge, and thereof, and of every part thereof, doth acquit, releaſe and diſcharge the ſaid *E. J.* her executors and adminiſtrators for ever, by theſe preſents; and alſo for and in conſideration of the ſum of 10 *s.* of like lawful money to the ſaid *J. A.* in hand likewiſe paid by the ſaid Sir *W. J.* and *W. N.* the receipt whereof is hereby acknowledged, he the ſaid *J. A.* hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents doth, &c. unto the ſaid Sir *W. J.* and *W. N.* (in their actual poſſeſſion, &c.) *All* the ſcite and capital meſſuage

Uſes, &c.

Until purchaſe made, monies to be put out at intereſt.

The intereſt to be paid according to the uſe and ſettlement.

As to the lending part of the monies.

As to the maſter's report thereon.

Conſiderations.

Maſter's approbation.

Grant.

Leaſe for years.

meſſuage or manſion houſe of the manor, &c. and the reverſion, &c. remainder, yearly and other rents, iſſues, ſervices, and profits of all and ſingular the ſaid premiſſes, and every part and parts thereof, with their and every of their appurtenances, and all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever of him the ſaid *J. A.* of, in and to the ſame premiſſes, every or any part or parcel thereof; *To have and to hold* the ſaid meſſuages, &c. and all and ſingular other the premiſſes hereby releaſed, or meant, mentioned or intended ſo to be, and every part and parcel thereof, with their and every of their appurtenances, unto the ſaid Sir *W. J.* and *W. N.* their heirs and aſſigns, to the only proper uſe and behoof of the ſaid Sir *W. J.* and *W. N.* their heirs and aſſigns for ever: *Provided always*, and theſe preſents are upon this expreſs condition nevertheleſs, that if the ſaid *J. A.* his heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall well truly pay or cauſe to be paid unto the ſaid Sir *W. J.* and *W. N.* their executors, adminiſtrators or aſſigns, or any of them, *(upon the truſts for the benefit of the ſaid* R. L. B. *above mentioned and declared in and by the laſt will and teſtament of the ſaid dame* R. M. *of and concerning the ſaid ſum of* 10,000*l.)* the full and whole ſum of 3640*l.* of lawful money of *Great Britain*, in manner and form following, *viz.* 70*l.* part thereof, on the 10th day of *December* now next enſuing the date hereof, and 3570*l.* reſidue and in full thereof, on the 10th day of *June* then next following, and which ſhall be in the year of our Lord 17—, without fraud or further delay, and without any deduction, defalcation or abatement out of the ſame, upon account of any taxes, aſſeſſments, impoſitions or other matter or thing whatſoever already impoſed or hereafter to be impoſed by authority of parliament or otherwiſe howſoever; then this preſent indenture to ceaſe, determine and be void; any thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

Parcels.

Habendum.

Proviſo.

A Demiſe of an Eſtate in Reverſion from a Duke and his Truſtee for 1000 *Years, to the Mother of an Infant, for ſecuring to him* 10,000 *l. and Intereſt, in purſuance of a Decree in Chancery.*

THIS *Indenture*, made, &c. *Between* the moſt noble *J.* duke of *M.* and the right honourable *J.* earl of *W.* of the one part, and *E. D.* of, &c. (widow, relict and adminiſtratrix of the goods, chattels, rights and credits of her late huſband *R. D.* late of, &c. deceaſed) of the other part. *Whereas* by a decree or decretal order made and pronounced in the high court of chancery on the 7th day of *March* laſt paſt, in a certain cauſe there depending between *R. A.* widow, plaintiff, and the ſaid *E. D.* and *W. D.* (an infant by his guardian *T. J.) et al'* defendants, and alſo in certain croſs cauſes therein mentioned, in one whereof the ſaid *E. D.* was plaintiff, and the ſaid *R. A.* and others were defendants, and the other between the ſaid *W. D* (by his guardian) plaintiff, and the ſaid *E. D. et al'* defendants, whereby (after reciting or ſetting forth as therein mentioned,) *It was (inter alia)* ordered and decreed,

Recitals, *viz.*

As to a cauſe touching the infant's money,

decreed, that the perſonal eſtate late of the ſaid *R. D.* (after his debts paid) and alſo the ſurplus of the eſtate of *W. R.* merchant, deceaſed, in the ſaid decree named, to whom the ſaid *R. D.* was executor and legatee thereof, as in the ſaid decree mentioned) ſhould be put out at intereſt on good government or other ſecurities, to be approved of by *J. B.* eſq; (one of the maſters of the ſaid court) to whom the ſaid cauſes ſtood referred, as therein alſo mentioned, in the name of the ſaid *E. D.* for the benefit of the plaintiff the ſaid *W. D.* the infant; and that ſhe the ſaid *E. D.* ſhould declare the truſt thereof, ſubject to the order of the ſaid court; and that when the ſaid plaintiff *W. D.* ſhould attain to his age of 21 years, he was to be at liberty to apply to the ſaid court for what was coming to him, and then the ſame was to be tranſferred to him accordingly; *And whereas E.* dutcheſs dowager of *M.* is ſeiſed of an eſtate for her life, of and in the manors, meſſuages, farms, lands, tenements, tithes and hereditaments herein after mentioned, and he the ſaid *J. D.* of *M.* and *J.* earl of *W.* as his truſtee, are ſeiſed in fee of the reverſion and inheritance of the ſaid manors and premiſſes: *And whereas* the ſaid maſter, by his report made in the ſaid cauſe the ſecond day of this inſtant *June*, hath certified, that the ſurplus of the ſaid teſtator's perſonal eſtate (after all his debts and legacies paid) amounts to the ſum of ——: *And whereas* the ſum of —— being the ſurplus of the teſtator *W. R.*'s perſonal eſtate, is in purſuance of the ſaid decree to be put out at intereſt upon good ſecurities in the name of the ſaid *E. D.* in truſt and for the benefit of the ſaid *W. D.* as aforeſaid; and the ſaid duke having occaſion to borrow the ſum of 10,000 *l.* *It is agreed*, that the ſame ſhall be advanced and paid to him out of the ſaid ſum of —— and he the ſaid duke hath propoſed and agreed, that the ſaid manors, &c. herein after mentioned (ſubject nevertheleſs to the ſaid eſtate for life of her the ſaid dutcheſs dowager therein) ſhall be demiſed to the ſaid *E. D.* as a ſecurity for re-payment thereof, with intereſt for the ſame, in ſuch manner as herein after is mentioned: *And whereas* the ſaid Mr. *B.* the maſter, by his certificate bearing date the day next before the day of the date hereof, hath allowed the manors, hereditaments and premiſſes, hereby intended to be demiſed, as and for a good and ſufficient ſecurity for the payment of the ſaid ſum of 10000 *l.* and intereſt; and that the ſaid 10000 *l.* in purſuance of the ſaid decree ſhould be put and placed out in the name of the ſaid *E. D.* in truſt, and for the only uſe and benefit of the ſaid *W. D.* in manner as therein mentioned, as by the ſaid certificate duly filed may appear: *And whereas* the ſaid *E. D.* by her deed poll, bearing even date with, and intended to be executed immediately after theſe preſents, (reciting as therein is recited) hath in purſuance of the ſaid decree acknowledged and declared, that the ſaid ſum of 10000 *l.* and the ſecurity therein recited for payment of the ſame and the intereſt thereof, was and is in truſt and for the only uſe and benefit of the ſaid *W. D.* her ſon, as in and by the ſaid deed poll now depoſited, or ſo intended, in the hands of the ſaid maſter, may more fully appear: *Now this Indenture witneſſeth*, that in purſuance of and in obedience to the ſaid recited decree, and for and in conſideration of the ſum of 10,000 *l.* of good and lawful money of *Great Britain*, to the ſaid *J. D.* of *M.* in hand well and truly paid by the ſaid *E. D.* at or before the executing of theſe preſents, (being in part of the ſaid ſum of —— ſo reported due and to belong to the ſaid *W. D.* the in-

And ſhe to give a declaration of truſt, &c.

As to the dutcheſs dowager's eſtate.

As to the maſter's report.

As to 10000 *l.* thereof, being lent to the duke, and his agreement to demiſe his reverſion.

As to the maſter's allowance.

As to the mother's deed acknowledging the truſt, and depoſited in the maſter's hands.

Conſideration.

fant

ſant as aforeſaid) the receipt of which ſum of 10000 *l.* he the ſaid duke doth hereby acknowledge, and thereof, &c. and alſo for and in conſideration of the ſum of 10*s.* of like, &c. to the ſaid *J. E.* of *W.* in hand alſo paid by the ſaid *E. D.* at or before the executing of theſe preſents, the receipt whereof is by him hereby alſo acknowleded, he the ſaid *J.* duke of *M.* and (by his direction and appointment, teſtified by his being a party to and executing of theſe preſents) alſo the ſaid *J.* earl of *W. Have*, and each of them *Hath* granted, demiſed, bargained and ſold, Demiſe. and by theſe preſents they the ſaid *J.* duke of *M.* and *J.* earl of *W.* and each of them *Doth* grant, &c. unto the ſaid *E. D.* her executors, &c. *All* thoſe the manors of, &c. except, &c. and the reverſion, &c. Premiſſes. and all the eſtate, &c. of the mortgagor and his truſtee, &c. *To hold* Habendum. the ſaid manors, &c. (except as before excepted) her executors, &c. from the day next before the day of the date of theſe preſents, for and during and unto the full end and term of 1000 years from thence next enſuing, without impeachment of or for any manner of waſte, (*Subject* nevertheleſs to the eſtate for life of her the ſaid *E.* dutcheſs dowager of *M.* therein as aforeſaid,) and fully to be complete and ended, in truſt nevertheleſs to and for the only uſe and benefit of the ſaid *W. D.* the infant, his executors, adminiſtrators and aſſigns; *Yielding and paying* therefore yearly, during the ſaid term of 1000 years, the rent of one pepper-corn only, if the ſame ſhall be lawfully demanded. *Provided al-* Proviſo. *ways*, and theſe preſents are upon this condition nevertheleſs, that if the ſaid *J.* duke of *M.* his heirs, executors or adminiſtrators, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *E. D.* her executors, adminiſtrators or aſſigns, (in truſt nevertheleſs for the ſaid *W. D.* as aforeſaid) at or in, &c. the full ſum of 10000 *l.* of, &c. in manner as follows, *viz.* the ſum of —— part thereof, on the —— day of —— without any deduction, &c. then to be void, &c. (Covenants from the duke, *To pay the money; that he and his truſtees have good right to demiſe premiſſes* cum pertinentiis *unto the ſaid* E. D. *her executors*, &c. *for the ſaid term of* 1000 *years, in manner as aforeſaid, (ſubject nevertheleſs to the ſaid eſtate for life of her the ſaid dutcheſs dowager of* M. *therein as aforeſaid); and further, that in caſe default ſhall be made in payment of the ſaid ſum of* 10000 *l. or any part thereof, contrary*, &c. *it ſhall and may be lawful for the ſaid* E. D. *her executors*, &c. *from and after the death of the ſaid dutcheſs dowager of* M. *to enter*, &c. *in truſt nevertheleſs to and for the only uſe and benefit of the ſaid* W. D. *the infant, his executors*, &c. *without any let*, &c. *and free from incumbrances*, &c. (*And moreover* that in caſe default ſhall be made in payment of the ſaid ſum of 10000 *l.* or any part thereof, contrary to the Further aſſurance. ſaid proviſo and covenant for payment thereof, that then and in ſuch caſe they the ſaid *J.* duke of *M.* and *J.* earl of *W.* and their reſpective heirs, and all and every other perſon and perſons whatſoever, any eſtate, right, title, or intereſt, having or lawfully claiming of, in or to the ſaid hereby granted and demiſed manors, &c. or any part thereof, (other than and except the ſaid dutcheſs dowager of *M.* for or in reſpect of her eſtate for life therein as aforeſaid,) ſhall and will from time to time and at all times then after, at and upon the reaſonable requeſt of the ſaid *E. D.* her executors, &c. (but at the proper coſts and charges of the ſaid *J.* duke of *M.* his heirs and aſſigns) make, &c. or cauſe or procure to

be

be made, &c. all and every ſuch further and other lawful and reaſonable act and acts, &c. be the ſame by fine, recovery, or otherwiſe howſoever, as well for the further, better, more perfect and abſolute aſſigning of all and ſingular the ſaid hereby demiſed manors, &c. *cum pertinentiis*, unto the ſaid *E. D.* her executors, &c. for and during all the then reſt and reſidue of the ſaid term of 1000 years, as alſo for the conveying and aſſuring of the fee-ſimple and inheritance of the ſame premiſſes, unto and to the uſe of, or in truſt for the ſaid *E. D.* her heirs and aſſigns, nevertheleſs in truſt and for the only uſe and benefit of the ſaid *W. D.* as aforeſaid, as by, &c. *(A declaration that the ſaid duke ſhall enjoy*, &c. *Subject to the dutcheſs's eſtate for life*, &c.) *In Witneſs*, &c.

A Mortgage of Tolls and Duties ſettled by Act of Parliament upon Highways, &c.

THIS *Indenture Tripartite*, &c. *Between* Sir *J. C.* (*et al*, 15 *other perſons*) *truſtees* named in an act of parliament made and paſſed in the tenth year of his preſent majeſty's reign, (intitled an act for repairing the roads from *H.* bridge hill to the town of *B.* and alſo the roads from *H.* bridge hill aforeſaid, to the town of *O.* in the county of *S.*) of the firſt part, *J. C.* of, &c. of the ſecond part, and *T. W.* of, &c. of the third part. *Whereas* ſundry tolls and duties are granted, and monies thereby to be collected for the repairing and keeping in repair the ſaid roads, according to the ſaid act of parliament, in manner therein mentioned, and by the ſaid act it is mentioned, that the ſaid money ſo to be collected after the paſſing the ſaid act, and the reaſonable charges expended or to be expended in, about or by reaſon of paſſing the ſame, by receipt of the ſaid tolls and duties, will not at preſent be ſufficient for the ſpeedy repair of the ſaid roads; it is thereby therefore further enacted by the authority aforeſaid, that the ſaid truſtees, or any fifteen or more of them, ſhall and may and are thereby impowered from time to time, by writing under their hands and ſeals, to aſſign over the ſaid tolls or duties thereby granted, or any part thereof, (the coſts and charges whereof to be borne and paid out of ſuch tolls and duties) for any time or term for which the ſame is thereby directed to be paid, or for any part of ſuch time or term, as a ſecurity for any ſum or ſums of money by them to be borrowed for that purpoſe, to ſuch perſon or perſons, or their truſtees, as ſhould advance the ſame, to ſecure the payment thereof, with ſuch intereſt as the ſaid truſtees, or any fifteen or more of them, ſhould think fit to give, not exceeding the rate of 4 *l. per cent per ann.* which ſaid money, when ſo borrowed, ſhall, after payment of the expences of obtaining that act, be ſo applied and diſpoſed of, as the ſaid tolls and duties are to be applied and diſpoſed of by virtue thereof, and to no other uſe or purpoſe whatſoever: *And whereas*, purſuant to the ſaid act of parliament, a great number of the ſaid truſtees, upwards of fifty, did meet together at the ſign of, &c. in the ſaid town of *B.* on the, &c. and then did unanimouſly chooſe the ſaid *T. W.* to

W. to be their treaſurer and receiver, and alſo choſe other officers, and then did agree to borrow and take up at intereſt the ſum of 1200*l.* and to pay intereſt after the rate of 4*l.* in the hundred by the year for the ſame, which the ſaid *J. C.* hath agreed to advance and lend on the credit of the ſaid act of parliament: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum of 1200*l.* in hand paid by the ſaid *J. C.* to the ſaid *T. W.* in order and upon truſt to pay and ſatisfy the reaſonable charges expended or to be expended about or by reaſon of paſſing the ſaid act of parliament and of theſe preſents, in truſt to apply the reſidue of the ſaid ſum of 1200*l.* in the ſpeedy repairs of the ſaid highways, the receipt of which ſaid ſum of 1200*l.* the ſaid *T. W.* doth hereby acknowledge, and thereof, *&c.* and in conſideration of 1*s.* a-piece to them the ſaid Sir *J. C. et al'*, in hand likewiſe paid by the ſaid *J. C.* the receipt, *&c.* they the ſaid Sir *J. C. et al'*, *Have* aſſigned, transferred and ſet over, and by theſe preſents *Do* aſſign, transfer and ſet over unto the ſaid *J. C.* his executors, adminiſtrators and aſſigns, *All* and every the duties and tolls granted or made payable by the ſaid act of parliament, with all the ways, means, powers and authorities, for the collecting, raiſing and gathering in the ſame; *To have*, hold, perceive and take the ſame to his and their own uſe, during the reſidue of the term of 21 years, granted in and by the ſaid act of parliament now to come and unexpired: *Provided always*, and upon this condition nevertheleſs, that if the ſaid truſtees, appointed or to be appointed by the ſaid act of parliament, for the time being, or any of them, or the receiver or treaſurer of the ſaid truſtees for the time being, do and ſhall well and truly pay or cauſe to be paid to the ſaid *J. C.* his executors, adminiſtrators or aſſigns, the full and juſt ſum of 1248*l.* of lawful money of *Great Britain*, in manner following; that is to ſay, 24*l.* part thereof on the eighth day of *January* next enſuing the date of theſe preſents, and the further ſum of 1224*l.* reſidue thereof upon the eighth day of *July*, which ſhall be in the year of our Lord 17—, without any defalcation or abatement out of the ſame, or any part thereof, then this aſſignment and transfer, and the powers and authorities hereby aſſigned and transferred to the ſaid *J. C.* ſhall ceaſe, determine and be of no effect. *And* it is hereby declared and agreed by and between all the parties to theſe preſents, that until default ſhall be made in the payment of the ſaid 1248*l.* or ſome part thereof, contrary to the proviſo herein before contained, that it ſhall and may be lawful to and for the ſaid truſtees, appointed or to be appointed under the ſaid act of parliament, their treaſurer, receiver, or other their agents, to receive and take the duties and tolls granted as aforeſaid, and to manage the ſame in manner by the ſaid act of parliament appointed, and apply the ſame to the uſes, intents and purpoſes, in and by the ſaid act expreſſed, directed and appointed. *In Witneſs*, &c.

A double Mortgage from two Co-heirs and their Huſbands, of ſeveral Parts and for ſeveral Sums, with a Covenant for levying a Fine, the Uſes whereof reſpectively declared for 500 *and* 600 *Years.*

THIS *Indenture Tripartite*, &c. *Between R. T.* of, *&c.* and *M.* his wife, (one of the ſix daughters and co-heirs of *S. B.* and *F.* his wife, both deceaſed) of the firſt part, *J. B.* of, *&c.* upholder, and *L.* his wife, (one of the ſix daughters and co-heirs of the ſaid *S. B.* and *F.* his wife) of the ſecond part, and *G. J.* of, *&c.* gent. of the third part. *Whereas*, by a decree or decretal order made and pronounced in the high court of chancery at the rolls, on the fourth day of *March*, which was in the ſecond year, *&c.* in a certain cauſe then and there now depending, wherein *H. B.* and *E.* his wife, *A. W.* widow, and *T. P.* and *J.* his wife, were plaintiffs, and *J. B.* (ſince deceaſed) and *F.* his wife, the ſaid *L. B.* then *L. H.* widow, the ſaid *M. T.* then *M. B.* ſpinſter, an infant, by the ſaid *J. B.* her guardian, and *J. T. et al*, defendants, whereby, after reciting or ſetting forth as therein mentioned, *it was* (amongſt other things) ordered and decreed that a commiſſion ſhould iſſue out of the ſaid court to divide the premiſſes in queſtion therein mentioned, into ſix parts; and that the ſaid plaintiffs and defendants, the ſix children and co-heirs of the ſaid *F. B.* were reſpectively to name commiſſioners for that purpoſe; and the ſaid commiſſioners, ſo named, were to divide the ſaid premiſſes into ſix parts, and to allot to each of the ſaid co heirs a ſixth part thereof; and the ſaid plaintiffs and defendants, the co heirs and their heirs were to hold and enjoy their reſpective ſixth part, according to the allotment made thereof to them by the ſaid commiſſioners; and it was thereby further ordered, that it ſhould be referred to Mr. *K.* one of the maſters of the ſaid court, to take an account of what was due to the ſaid defendant *T.* for principal money, intereſt and coſts, by virtue of a mortgage therein recited to be made from the ſaid *F. B.* deceaſed, to the ſaid *J. T.* of four meſſuages or tenements therein mentioned (being part of the ſaid premiſſes) for ſecuring payment to him of the ſum of 1000*l.* and intereſt, and that the ſame was to be paid to him by the ſaid co-heirs in equal proportions, at ſuch time and place as the ſaid maſter ſhould appoint, and thereupon the ſaid defendant *T.* was to re-convey the ſaid mortgaged premiſſes to ſuch perſon as the ſaid co-heir ſhould appoint, and in ſuch manner as in the ſaid decree is expreſſed: *And whereas* the ſaid maſter in purſuance of the ſaid decree, by his report dated ——— (after ſetting forth as therein mentioned) did thereby certify, that there was then due to the ſaid defendant *T.* for principal monies, intereſts and coſts, by virtue of his ſaid mortgage, the ſum of 1069*l.* *And whereas* by indentures of leaſe and releaſe, bearing date reſpectively the 30th of *November*, *&c.* the releaſe being *tripartite*, and made between the ſaid *J. T.* of the firſt part, the ſaid *H. B.* and *E.* his wife, *A. W. T. P.* and *J.* his

Recitals, viz. the decree.

Maſter's report what due to Mr. *T.*

Mr. *T.*'s transfer to *M. W.*

J. his wife, *J. B.* and *F.* his wife, *L. H.* and *M. B.* of the ſecond part, and *E. W.* of the third part, reciting in the ſaid releaſe (*inter alia*) the ſaid herein before recited decree and maſter's report, and that there was then due to the ſaid *J. T.* the ſum of 1069*l.* *it is witneſſed*, that for that ſum paid by the ſaid *E. W.* to the ſaid *J. T.* *He* the ſaid *J. T.* (by the direction of the ſaid *H. B.* and *E.* his wife, *A. W. T. P.* and *J.* his wife, *J. B.* and *T.* his wife, *L. H.* and *M B.* teſtified as therein mentioned,) *did* bargain, ſell and releaſe, and they the ſaid *H. B.* and *E.* his wife, *A. W. T. P.* and *J.* his wife, *J B.* and *F.* his wife, *L. H.* and *M B.* did thereby grant, ratify and confirm unto and to the uſe of the ſaid *E. W.* his heirs and aſſigns, the before mentioned mortgaged hereditaments and premiſſes; *Subject nevertheleſs* to a proviſo in the ſaid indenture of releaſe contained for redemption of the ſaid premiſſes, on payment of the ſaid ſum of 1069*l.* and intereſt, in manner as therein mentioned: *And whereas R A. C. K. H. B. J. P. P. L.* and *S. C.* commiſſioners named, authorized and appointed, in a commiſſion made out in purſuance of the ſaid recited decree for dividing the ſaid premiſſes in queſtion, by their certificate under their hands, dated the 10th day of *February* now laſt paſt, did thereby certify unto the lord high chancellor of *Great Britain*, that they had entered upon and viewed the eſtates in queſtion late of her the ſaid *F. B* deceaſed; and as to her eſtate in the pariſh of *St. J's.* (being ſix meſſuages or tenements, with the appurtenances in *Q.* ſtreet near *G.* ſquare in the county of *M.* being part thereof) they the ſaid commiſſioners had divided the ſame in ſix equal parts, which they by balloting had allotted to and amongſt the ſaid ſix co-heireſſes, according to the tenor of the ſaid commiſſion; and as to the ſeveral parts of them the ſaid *M. T.* (then *M. B.*) and *L. B.* the ſame was allotted to them in the manner as therein and herein after mentioned, *viz.* They the ſaid commiſſioners did thereby allot unto the ſaid *M. B.* (now *M. T.*) and to her heirs, one meſſuage, *&c.* and yard, as therein particularly bounded, *&c.* in the occupation of captain *R. W.* at 30*l.* *per ann.* and they the ſaid commiſſioners did thereby allot unto the ſaid *L. B* and her heirs, the meſſuage, *&c.* and garden, in the occupation of *R. A.* eſq; at 53*l.* 15*s.* 6*d.* *per ann.* and it is by the ſaid certificate mentioned, that in regard the ſaid meſſuage or tenement in the poſſeſſion of the ſaid *R. A.* allotted to the ſaid *L. B.* was of greater value than any of the other five meſſuages or tenements allotted to the reſt of the ſaid parties; therefore the ſaid commiſſioners; in order to make the allotment of each party of equal value, did charge the ſaid meſſuage or tenement, in the poſſeſſion of the ſaid *R. A.* allotted to the ſaid *L. B.* with the ſeveral ſums of money to be paid by the ſaid *L. B.* as follows, *viz.* To the ſaid *M. B.* (now *M. T.*) 21*l.* to the ſaid *A. W.* 21*l.* to the ſaid *E. B.* 21*l.* to the ſaid *J. P.* 57*l.* and to the ſaid *F. B.* 75*l.* and further mentioning in the ſaid certificate, that the ſaid commiſſioners had found, that four of the ſaid ſix houſes in *Q.* ſtreet; *viz.* the houſes allotted to the ſaid *M. B.* (now *M. T.*) *A. W.* *E. B.* and *L. B.* were ſubject to a mortgage of 1000*l.* made by all the ſaid co-heirs, and that the ſame was to be borne equally by all the ſaid co-heirs; therefore the houſes thereby allotted to the ſaid *J. P.* and *F. B.* were by them the ſaid commiſſioners certified to contribute an equal ſhare of the ſaid 1000*l.* and intereſt, with the houſes charged with the ſaid 1000*l.*

The commiſſion and certificate thereon.

As to Mrs. *T.*'s part.

As to Mrs. *B.*'s part and charge thereon to her ſiſters.

Order to confirm certificate, unleſs cauſe, &c.

and intereſt: *And whereas* by a ſubſequent order made in the ſaid cauſe, dated 11th *March* now laſt paſt, it was ordered, that the before recited certificate, and all the matters and things therein contained, ſhould ſtand ratified and confirmed by the order and decree of the ſaid court to be performed by all parties thereto, according to the tenor and true meaning thereof, unleſs the parties concerned, or their reſpective clerks in court having notice thereof, ſhould within eight days after ſuch notice, ſhew unto the ſaid court good cauſe to the contrary: *And whereas* by another ſubſequent order made in the ſaid cauſe, dated the 18th day of this inſtant *June*, whereby (after ſetting forth the laſt recited order) upon motion made by Mr. *F.* counſel for the defendants *J. B.* and *L.* his wife, and *M. B.* it was alledged, that the clerks in court for the other parties, plaintiffs and defendants, had been duly ſerved with the ſame order, as by affidavit appeared, and that no cauſe had been ſhewn to the contrary, as by the regiſter's certificate appeared; it was therefore prayed, that the ſaid order of the 11th of *March* laſt might be made abſolute againſt the ſaid plaintiffs and defendants ſo ſerved therewith, which was ordered accordingly, as in and by the ſaid in part recited decree, maſter's report, indentures of leaſe and releaſe, commiſſion, certificate and ſubſequent order, relation being to them reſpectively had, more fully and at large may appear: *And whereas* by virtue of the ſaid recited decree, commiſſion, certificate, and ſubſequent orders, ſhe the ſaid *M. T.* and her heirs, are now legally intitled to the fee-ſimple, and inheritance of one of the ſaid meſſuages or tenements and premiſſes ſituate in *Queen-ſtreet* aforeſaid, now in the occupation of the ſaid *R. W.* ſo allotted to her as aforeſaid, (*Subject nevertheleſs* to the payment of her ſixth part of the ſaid principal and intereſt monies ſo ſecured to the ſaid *E. W.* thereon as aforeſaid;) and they the ſaid *R. T.* and *M.* his wife, having occaſion to borrow the ſum of 116*l.* he the ſaid *G. J.* (at their requeſt) hath agreed to advance the ſame to them, and to accept of the demiſe by them herein after made of the ſame premiſſes, for ſecuring repayment thereof with intereſt, in ſuch manner and ſubject as herein after is for that purpoſe mentioned: *And whereas* ſhe the ſaid *L. B.* and her heirs, by virtue of the ſaid decree, commiſſion, certificate and ſubſequent orders, is now alſo legally intitled to the fee-ſimple and inheritance to another of the ſaid meſſuages or tenements in *Queen-ſtreet* aforeſaid, now in the occupation of the ſaid *R. T.* ſo allotted to her as aforeſaid; *Subject nevertheleſs* to the payment of her ſixth part of the ſaid principal and intereſt monies ſo ſecured to the ſaid *E. W.* thereon as aforeſaid, and alſo ſubject to the payment of the ſaid ſeveral ſums of 21*l.* 21*l.* 21*l.* 57*l.* and 75*l.* ſo charged and payable out of the ſame premiſſes to them the ſaid *M. T. A. W. F. B. J. P.* and *F. B.* as aforeſaid; *And they* the ſaid *J. B.* and *L.* his wife, having alſo occaſion to borrow the ſum of 50*l.* he the ſaid *G. J.* (at their requeſt) hath likewiſe agreed to advance them the ſame, and to accept of the demiſe by them herein after made on the ſame premiſſes, for ſecuring re-payment thereof, with intereſt, in ſuch manner and ſubject as herein after alſo for that purpoſe mentioned and expreſſed: *Now this Indenture witneſſeth*, that for and in conſideration of the ſum of 116*l.* of lawful, &c. to them the ſaid *R. T.* and *M.* his wife, or one of them, in hand well and truly paid by the ſaid *G. J.* at, &c. the receipt, &c. they the ſaid *R. T.* and *M.* his wife *Have*, and each of them *Hath* granted, demiſed, bargained and ſold,

Confirmation thereof.

Mrs. *T.*'s right and agreement to demiſe her part to *M. J.* for ſecuring 116*l.* and intereſt.

The like as to Mr. *B.* for 50*l.* and intereſt.

First conſideration as to Mr. *T.* and his wife's demiſe for ſecuring the 116*l.* and intereſt.

ſold, and by theſe preſents *Do*, and each of them *Doth* grant, &c. unto the ſaid *G. J.* his executors, adminiſtrators and aſſigns, all that the before mentioned meſſuage, &c. *To have and to hold* the ſold meſſuage, &c. with their and every of their appurtenances, unto the ſaid *G. J.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during, and unto the full end and term of 500 years, from thence next enſuing, and fully to be compleat and ended; *Subject nevertheleſs* to the payment of the ſixth part of them the ſaid *R. Y.* and *M.* his wife, of and in the ſaid principal and intereſt monies ſo ſecured to the ſaid *E. W.* and charged and allotted on the ſame premiſſes as aforeſaid: *Yielding and paying* therefore yearly and every year, during the ſaid term, on the feaſt-day of *St. Michael* the archangel, the rent of one pepper-corn only, if the ſame ſhall be lawfully demanded: *And this Indenture further witneſſeth*, that for and in conſideration of the ſaid ſum of 50*l.* of like lawful money to them the ſaid *J. B.* and *L.* his wife, or one of them, in hand alſo well and truly paid by the ſaid *G. J.* at or before the executing of theſe preſents, the receipt, &c. do hereby acknowledge, and thereof do hereby ſeverally acquit, exonerate and diſcharge the ſaid *G. J.* his executors, adminiſtrators and aſſigns, they the ſaid *J. B.* and *L.* his wife *Have*, and each of them *Hath* granted, &c. and by theſe preſents *Do*, and each of them *Doth* grant, &c. unto the ſaid *G. J.* his executors, adminiſtrators and aſſigns, *All* that, &c. *To have and to hold* the ſaid meſſuage, &c. unto the ſaid *G. J.* his executors, adminiſtrators and aſſigns, from the day next before the day of the date of theſe preſents, for and during, and unto the full end and term of 600 years, from thence next enſuing, and fully to be compleat and ended: *(Subject nevertheleſs* to the payment of the ſixth part of them the ſaid *J. B.* and *L.* his wife, of and in the ſaid principal and intereſt monies ſo ſecured to the ſaid *E. W.* and charged and allotted on the ſame premiſſes as aforeſaid, and as to the ſame premiſſes ſubject alſo to the payment of the ſaid ſeveral and reſpective ſums of 21*l.* 21*l.* 21*l.* 57*l.* and 75*l.* ſo charged and payable thereon to them the ſaid *M. Y. A. W. E. B. J. P.* and *F. B.* by the ſaid recited certificate, in manner as aforeſaid); *Yielding and paying* therefore yearly and every year, during the ſame term for the ſame premiſſes, on the feaſt-day of St. *Michael* the archangel, the rent of one pepper corn only, if the ſame ſhall be lawfully demanded; *And* for the further and better ſecuring payment of the ſaid ſeveral and reſpective ſums of 116*l.* and 50*l.* together with intereſt for the ſame, unto the ſaid *G. J.* his executors, adminiſtrators and aſſigns, in manner as herein after mentioned, and alſo for the conveying and aſſuring of the ſaid ſeveral hereby demiſed meſſuages or tenements, hereditaments and premiſſes, to and for the ſeveral uſes, intents and purpoſes, herein after mentioned and limited of and concerning the ſame reſpectively, ſubject nevertheleſs in manner as aforeſaid, he the ſaid *R. Y.* for himſelf, and for the ſaid *M.* his wife, and for their reſpective heirs; *And* &c. *(covenant that* R. Y. *and* M *his wife, and* J. B. *and* L. *his wife levy a fine) And* &c. *(declaration of the uſes of the fine)*; that is to ſay, *As* to, for and concerning the ſaid firſt-hereby demiſed meſſuage or tenement, yard, hereditaments and premiſſes, with their appurtenances, ſo granted and demiſed by the ſaid *R. Y.* and *M.* his wife, unto the ſaid *G. J.* as aforeſaid, and as the ſame premiſſes now are in the occupation of the ſaid *R. W.* or his aſſigns; *Subject nevertheleſs*

Second conſideration as to Mr. *B.* and his wife's demiſe for ſecuring 50*l.* and intereſt.

As to the fine from both grantors and their wives.

As to Mr. *A*'s part of premiſſes.

theleſs as to the ſame premiſſes, as the ſame are herein before ſubject and charged, *And ſo Subject*, then to the uſe and behoof of the ſaid *G. J.* his executors, adminiſtrators and aſſigns, for and during the ſaid term of 500 years ſo granted to him of and in the ſame premiſſes as aforeſaid, for the better corroborating and ſtrengthening of the ſame term; and from and immediately after the end, expiration, or other ſooner determination of the ſaid term of 500 years, and payment of the ſaid 116*l.* and intereſt, hereby ſecured on the ſaid premiſſes and ſubject thereunto; then as to all and ſingular the ſame hereditaments and premiſſes, to the only uſe and behoof of the ſaid *R. Y.* his heirs and aſſigns for ever, and to, for and upon no other uſe, intent or purpoſe whatſoever; And as to, for and concerning the ſaid other hereby demiſed meſſuage or tenement, garden, hereditaments and premiſſes ſo granted and demiſed by the ſaid *J. B.* and *L.* his wife, unto the ſaid *G. J.* as aforeſaid, and as the ſaid premiſſes are now in the occupation of the ſaid *R. A.* or his aſſigns, ſubject nevertheleſs, as to the ſame premiſſes, in ſuch manner as the ſame are herein before charged in manner as aforeſaid, and ſo ſubject then to the uſe and behoof of the ſaid *G. J.* his executors, *&c.* for and during the ſaid term of 600 years ſo granted to him of and in the ſame premiſſes as aforeſaid, for the better corroborating, *&c. Provided always*, and upon this condition nevertheleſs, that if the ſaid *R. Y.* his heirs, executors, adminiſtrators and aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *G. J.* his executors, adminiſtrators or aſſigns, the ſaid ſum of 126*l.* of lawful money of *Great Britain*, together with legal intereſt for the ſame, at or in the common dining hall of *New-Inn* aforeſaid, on the —— day of —— now next enſuing the day of the date hereof, without any abatement, deduction or defalcation out of the ſame, or any part thereof, for and in reſpect of any taxes, charges, payments or aſſeſſments whatſoever, already or hereafter to be taxed, charged or aſſeſſed on the ſaid ſum of 116*l.* or the growing intereſt thereof, or on the ſaid premiſſes charged with the payment thereof, or on the ſaid *G. J.* in reſpect thereof, by parliament, or otherwiſe howſoever; that then the ſaid term of 500 years herein before limited of and in the ſame premiſſes, ſhall from thenceforth ceaſe, determine, and be utterly void and of none effect, to all intents and purpoſes whatſoever; any thing herein contained to the contrary thereof in any wiſe notwithſtanding; *(uſual covenants)*: *And alſo* that he the ſaid *R. Y.* his heirs, executors, adminiſtrators or aſſigns, at his and their own proper coſts and charges, ſhall and will, from time to time, and at all times, during the continuance of the ſecurity by him hereby made, inſure and continue to be inſured in the office of the Amicable Contributionſhip or ſociety, commonly called *The Hand-in-Hand Fire Office*, or in ſome other public office of inſurance from fire, to be approved of by the ſaid *G. J.* his executors or aſſigns, upon the ſaid hereby demiſed meſſuages and premiſſes compriſed in the ſaid term of 500 years, the ſum of 200*l.* at the leaſt, and that the benefit and advantage, as well of all inſurances already or hereafter to be made on the ſame premiſſes, and all monies ariſing thereby, ſhall go and be for the benefit of the ſaid *G. J.* his executors and aſſigns, during the continuance of the ſaid ſecurity, for the better ſecuring payment to him and them of the ſaid ſum of 116*l.* and intereſt, ſubject nevertheleſs to the aforeſaid proviſo for redemption; and it is hereby agreed

and

As to Mr. *B.*'s part of premiſſes.

Proviſo as to Mr. *Y*'s part of premiſſes.

To keep premiſſes inſured.

and declared by and between all the parties to theſe preſents, that until a failure ſhall be made in payment of the ſaid ſum of 116 *l.* and intereſt, or ſome part thereof, contrary to the true intent and meaning of theſe preſents, it ſhall and may be lawful to and for the ſaid *R. T.* his heirs and aſſigns, peaceably and quietly to have, receive, take and enjoy the rents, iſſues and profits of the ſaid premiſſes compriſed in the ſaid term of 500 years, to his and their own uſe and uſes, without any let, ſuit, trouble, hindrance, diſturbance, moleſtation or interruption, of or by the ſaid *G. J.* his executors, adminiſtrators or aſſigns, and without any account to be to them given or rendered for the ſame: *Provided always*, and upon this further condition nevertheleſs, that if the ſaid *J. B. &c.* (*The like proviſo and covenants as before in Mr.* Y.'*s demiſe of his part, &c.*

Mortgage of Copyhold Premiſſes by Surrender, November the 23d 17—.

MEMORANDUM, That the day and year above written Sir *T. S. S.* bart. one of the cuſtomary tenants of the manor aforeſaid, did out of court ſurrender by the rod into the hands of the lord of the ſaid manor, by the hands and acceptance of *J. W.* eſq; deputy ſteward of the ſaid manor, according to the cuſtom of the ſaid manor, *All* that meſſuage, *&c.* which ſaid three laſt mentioned meſſuages or tenements, farms and premiſſes, are holden of the manor aforeſaid by copy of court-roll —— together with all ways, waters, water-courſes, commons, profits, commodities and appurtenances whatſoever, to all and ſingular the ſaid premiſſes belonging or in any wiſe appertaining, and the reverſion and reverſions, remainder and remainders thereof and of every part and parcel thereof, *To the Uſe* and behoof of *W. P. W.* of, *&c.* his heirs and aſſigns for ever, upon the condition following, *viz. Provided always*, and upon condition nevertheleſs, that if the ſaid Sir *T. S. S.* his heirs, executors or adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *W. P. W.* his executors, adminiſtrators or aſſigns, the ſum of 3150 *l.* of, *&c.* in manner following, *viz.* the ſum of 75 *l.* part thereof on the 23d day of *May* now next enſuing, and the ſum of 3075 *l.* reſidue thereof on the 24th day of *November*, which will be in the year of our Lord 17— without any deduction or abatement out of the ſame, by reaſon of any taxes or upon any account whatſoever, then this preſent ſurrender ſhall be void and of no effect, or elſe to remain in full force and virtue.

Manor of *P.* in the county of *H*

This is a true copy of the original ſurrender taken by me (the day and year abovewritten) *J. W.* deputy ſteward of the ſaid manor.

T. S. S.

A Deed

A Deed for making Intereſt Money Principal, and for ſecuring a further Sum lent.

(By Indorſement.)

WHEREAS the within principal ſum of 10,000 *l.* and the ſeveral principal ſums of 500 *l.* and 500 *l.* mentioned in the two indorſements on the back of the ſecond ſkin of this deed, and the above mentioned principal ſum of 800 *l.* are due and owing from the within named Sir *W. D.* to the within named *W. And whereas* the ſum of 293 *l.* 17 *s.* 6 *d.* is due to the ſaid *W.* from the ſaid Sir *W. D.* for the intereſt of the ſaid ſeveral principal ſums of 10,000 *l.* 500 *l.* 500 *l.* and 800 *l.* computed to the 10th day of *May* laſt paſt: *And whereas* the ſaid ſum of 293 *l.* 17 *s.* 6 *d.* is agreed to be made principal money: *Now theſe Preſents witneſs*, that for and in conſideration of the ſaid ſum of 293 *l.* 17 *s.* 6 *d.* ſo due from the ſaid Sir *W. D.* to the ſaid *W.* for intereſt as aforeſaid, and to the intent the ſame may from henceforth be principal money, and for and in conſideration of the further ſum of 6 *l.* 2 *s.* 6 *d.* of, *&c.* by the ſaid *W.* to the ſaid Sir *W. D.* in hand well and truly lent and paid at or before the ſealing and delivery of theſe preſents, the receipt whereof the ſaid Sir *W. D.* doth hereby acknowledge, (the ſaid ſeveral ſums of 293 *l.* 17 *s.* 6 *d.* and 6 *l.* 2 *s.* 6 *d.* amounting together to the ſum of 300 *l.*) *The* ſaid Sir *W. D.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, agree and declare to and with the ſaid *W.* his executors, adminiſtrators and aſſigns, that the manors, meſſuages, advowſon, lands, tenements and hereditaments within mentioned to be limited unto and to the uſe of the ſaid *W.* and his heirs, and the ſeveral within mentioned terms of 900 years, 800 years, and 2000 years of and in the ſame manors, hereditaments and premiſſes, ſhall as well be liable to, and a ſecurity for the payment of the ſaid ſum of 300 *l.* and intereſt for the ſame, after the rate of 5 *l. per cent per ann.* (from henceforth to be computed) unto the ſaid *W.* his executors, adminiſtrators and aſſigns, for the ſaid two ſeveral principal ſums of 500 *l* and 500 *l.* mentioned in the ſaid two indorſements written on the back of the ſaid ſecond ſkin of this deed, and the principal ſum of 800 *l.* above mentioned, with intereſt for the ſame, as in the ſaid indorſement and above are mentioned, and for the ſaid within mentioned principal ſum of 10,000 *l.* and intereſt, as is within mentioned, (All which ſaid ſeveral principal ſums of 10,000 *l.* 500 *l.* 500 *l.* 800 *l.* and 300 *l.* do amount together to 12100 *l.* principal money): *Provided always*, that if the ſaid Sir *W. D.* his heirs, executors, adminiſtrators or aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid *W.* his executors, adminiſtrators or aſſigns, the ſum of 301 *l.* 8 *s.* 3 *d.* of good, *&c.* on the 10th day of *November* next enſuing the day of the date hereof,

hereof, and 12,402 *l.* 10 *s.* of like lawful money on the 10th day of *May* next enſuing the day of the date hereof, that then this preſent indorſement ſhall be void and of none effect, and the ſeveral ſecurities for the ſame to be aſſigned or ſurrendered as the ſaid Sir *W. D.* his heirs, or aſſigns, ſhall direct, at his and their coſts and charges, or elſe ſhall remain in full force and virtue. *In Witneſs* whereof the ſaid Sir *W. D.* hath hereunto ſet his hand and ſeal the fourth of *June* 17—.

Another Indorſement for making Intereſt Principal, to be indorſed on the laſt Indorſement.

MEMORANDUM, *Whereas* the ſum of 301 *l.* 8 *s.* 3 *d.* was due from the above named Sir *W. D.* to the above named *W.* upon the 10th day of *November* now laſt paſt, for intereſt of the above mentioned 12,100 *l.* *And whereas* the ſaid Sir *W. D.* has paid unto the ſaid *W. P. W.* towards the diſcharge of the ſaid intereſt, no more than the ſum of 1 *l.* 8 *s.* 3 *d.* ſo that there now remains due to the ſaid *W.* the ſum of 300 *l.* for intereſt money: *Now* the ſaid Sir *W. D.* doth hereby declare and agree to and with the ſaid *W.* that the ſaid ſum of 300 *l.* ſhall be from henceforth accounted and made, and is hereby made and agreed to be made principal money, and from henceforth to carry intereſt after the rate of 5 *l. per cent. per ann.* and that the above and within mentioned manor, hereditaments and premiſſes, ſhall be charged as well with the ſaid ſum of 300 *l.* and the intereſt for the ſame at 5 *l. per cent.* (being ———) as for the above-mentioned ſum of 12,402 *l.* 10 *s.* to be paid on the above-mentioned 10th day of *May* next: *Provided always*, and the ſame are to be redeemable by the ſaid Sir *W. D.* his heirs, executors, adminiſtrators or aſſigns, upon his, their or any of their paying unto the ſaid *W.* his executors, adminiſtrators or aſſigns, the ſeveral ſums of 12,402 *l.* 10 *s.* 300 *l.* and —— being the intereſt for the ſaid 300 *l.* as aforeſaid, (amounting in the whole to the ſum of ——) on the above mentioned 10th day of *May* next. *In Witneſs*, &c.

Covenant to aſſign the Benefit of a Policy of Inſurance for ſecuring Money on Mortgage, &c.

AND *whereas* the ſaid *J. V.* hath already, or intendeth to inſure all and every the ſaid granted meſſuages, or tenements and premiſſes, with their appurtenances in *London* and *Middleſex*, from loſs or damage by fire: *Now* the ſaid *J. V.* for himſelf, his, &c. doth covenant, grant, promiſe and agree, to and with the ſaid *J. C.* his, &c. that if default of payment ſhall happen to be made of —— or the intereſt thereof, or any part thereof, that then he the ſaid *T. N.* his, &c. ſhall

ſhall and will aſſign, tranſfer and ſet over unto the ſaid *J. C.* his, *&c.* all and every ſuch policy and policies of inſurance from loſs or damage, by fire, made or to be made for or upon the hereby granted or mentioned to be granted meſſuage, or tenements and premiſſes in *London* and *Middleſex*, or any of them, and the benefit of all ſuch policies; and that the ſaid *J. V.* his, *&c.* in the mean time, and until ſuch aſſignment or tranſfer be made, ſhall and will pay, make good and ſatisfy unto the ſaid *J. C.* his, *&c.* all ſuch damage and loſs which ſhall or may happen by fire to the ſaid premiſſes, or any of them, or any part of them.

* *Aſſignment of a Mortgage of Eſtates in* Ireland, *with further Grant for ſecuring more Money advanced, and ſpecial Clauſe to ſell, &c.*

Parties.

THIS *Indenture*, made the —— day of —— in the 30th year of the reign of our ſovereign lord *George* the Third, by the grace of God of *Great Britain*, *France* and *Ireland*, king, defender of the faith, and ſo forth, *&c*, and in the year of our Lord 1790, *Between C. W.* and *W. F.* both of —— in the pariſh of —— in the county of —— eſqrs. of the firſt part; *R. R.* of —— in the pariſh of —— in the ſaid county of —— and *J. J.* of —— in the ſaid county, eſq; of the ſecond part; *D. G.* of —— in the kingdom of *Ireland*, eſq; and *R. S.* ſon of the ſaid *D. G.* of the third part; *T. L.* of —— eſq; and *S. G.* of —— eſq; of the fifth part; and *R. R.* of —— eſq; of the ſixth part; and *S. T.* of —— eſq; of the ſeventh part: *Whereas G. H.* of, *&c.* died the —— day of —— which was in the year of our Lord —— having duly made and publiſhed his laſt will and teſtament in writing, bearing date the —— day of —— and did thereby ſubject and charge all his eſtates real and perſonal whatſoever and whereſoever, to and with the payment of all ſuch annuities as he had at any time or times theretofore granted or ſettled to or upon any perſon or perſons whatſoever; *And alſo* of ſuch annuities and pecuniary legacies as were by him therein after given or bequeathed, and of all ſuch other annuities, proviſions and ſums of money, as he ſhould at any time or times thereafter by any codicil or codicils thereto, or by any writing whatſoever under his hand, grant, bequeath or appoint, to or for any perſon or perſons whatſoever, and ſo ſubjected and charged, did thereby give and deviſe all and ſingular his manors, meſſuages, lands, tenements and hereditaments whatſoever and whereſoever, and all other his real eſtates, unto his nephew *T. A.* (ſince deceaſed) for the term of 99 years, if he ſhould ſo long live, without impeachment of waſte, and from and after his deceaſe, gave and deviſed the ſaid manors, meſſuages, lands, rents, tenements, hereditaments and real eſtates, unto the eldeſt ſon of the body of the ſaid *T. A.* then living, which ſaid eldeſt ſon was *D. G.* party hereto, for 99 years, if he ſhould ſo long live, without impeachment of waſte, remainder unto *B. R.* and *M. P.* eſqrs; and their heirs, during the life of the eldeſt ſon of the ſaid *T. A.* in truſt to preſerve contingent remainders, remainder unto the firſt and other ſon and ſons of the body of ſuch eldeſt ſon ſucceſſively, in tail male, with divers remainders over,

Recital of the death of *G. H.* having made his will.

over, with power to ſuch of the ſaid deviſees as ſhould be in actual poſſeſſion of the ſaid eſtates, to charge the ſame or any part thereof, with any ſum not exceeding —— *l.* ſterling, for his younger child or children, in caſe of his having an eldeſt or only ſon who ſhould attain his age of 21 years; or with any ſum not exceeding —— *l.* ſterling, for his daughter or daughters in caſe of his not leaving any ſon who ſhould attain that age, and the intereſt to be applied towards the maintenance and education of ſuch younger child or children, or daughter or daughters, with other powers as therein mentioned; and the ſaid teſtator in and by his ſaid laſt will alſo gave and bequeathed all his perſonal eſtate, of what nature or kind ſoever, which he ſhould be poſſeſſed of or intereſted in and intitled unto, at the time of his deceaſe, but in the firſt place ſubject to and charged with the payment of the annuities and pecuniary legacies before mentioned unto the ſaid *B. R.* and *M. P.* their executors and adminiſtrators, in truſt, to inveſt the ſame, or the monies to ariſe by ſale thereof, in the purchaſe of manors, meſſuages, lands, rents, tenements and hereditaments, in fee-ſimple, in —— and —— or either of them, to be conveyed to the ſame perſons and uſes, and ſubject to the ſame payment, charges and powers to which his ſaid manors, meſſuages, lands, rents, tenements, hereditaments and real eſtates were in, and by his ſaid will given, limited or deviſed, or as near thereto as the death of parties or other contingencies would admit of, and after thereby giving and bequeathing ſeveral annuities and pecuniary legacies thereby given and bequeathed, the ſaid teſtator thereby appointed the ſaid *B. R.* and *M. P.* executors of his will, upon the truſts aforeſaid; *And whereas* after the death of the ſaid *G. H.* the ſaid *B. R.* and *M. P.* his executors proved the ſaid will in the prerogative court of *C.* and took upon themſelves the execution of the truſts thereof; *And whereas* by a decree or decretal order of the high court of chancery made and pronounced on the —— day of —— in a cauſe wherein the ſaid *T. A. D. G.* and *G. H.* infants, by their next friend were plaintiffs, and *E. F.* and *H. I.* only ſon of the ſaid *E. F.* an infant, by his father and guardian; *T. H.* an infant, by his guardian; the ſaid *B. R.* and *M. P.* executors of the ſaid *G. H. W. J.* an infant, by his mother and guardian; *J. B. G. J. H. U. F. J F. P.* and *M.* his wife; *C. P.* and *S.* his wife; *B. M.* and *J.* his wife, were defendants, after taking notice of the will of the ſaid *G. H.* deceaſed, dated the —— day of —— it was declared that the will of the ſaid *G. H.* was well proved, and that the ſame ought to be eſtabliſhed, and the truſts thereof performed; and it was (among other things) ordered and decreed, that it ſhould be referred to Mr. *M.* one of the maſters of the ſaid court, to take an account of the ſaid teſtator's perſonal eſtate which had come to the hands of his ſaid executors; and alſo of the ſaid teſtator's debts, funeral expences, legacies and annuities; and it was further ordered, that ſuch perſonal eſtate ſhould be applied in the payment of the ſaid teſtator's debts, funeral expences and legacies, in a courſe of adminiſtration, and that the clear ſurplus of ſuch perſonal eſtate ſhould be laid out with the approbation of the ſaid maſter, in the purchaſe of lands, tenements or hereditaments, in —— or —— and that ſuch lands, tenements or hereditaments when purchaſed, ſhould be (with the like approbation) ſettled to ſuch uſes, and upon ſuch truſts, and with ſuch limitations and for ſuch intents and purpoſes, and for the benefit of ſuch perſons as were directed

Of proof of ſaid will.

Of a decree in chancery.

directed by the said testator's will, and that until such purchase could be found, the said surplus of the said testator's personal estate should be placed out on government or real securities, and that the interest and dividends thereof should be paid to such person or persons as would have been entitled to the rents and profits of the lands and hereditaments when purchased, and that such leasehold estates as were part of the said testator's personal estate should (with the like approbation) be sold, and the money arising thereby, applied in like manner as was directed, respecting the rest of the said testator's personal estate, and that the arrears and growing payments of the annuities given by the said testator's will should be kept down and continued to be paid; *And whereas* by indenture *quadripartite*, bearing date on or about the —— day of —— in the year of our Lord —— and made or mentioned to be made between the said *D. G.* party hereto, of the first part; *M. R.* since deceased, of the second part; and *J. H.* of the third part; and *T. D.* and *J. D.* of the fourth part; in consideration of a marriage then intended and which soon after took effect and was solemnized between the said *D. G.* and Lady *M. H.* since deceased, and of the marriage portion of the said Lady *M. H.* therein mentioned, he the said *G. H.* (did among other things) in pursuance and exercise of the power in him for that purpose vested by the said recited will, charge all the hereditaments and premisses devised by the said will of the said *G. H.* and also all the hereditaments which after his decease had been purchased with any part of his residuary personal estate, and every part and parcel thereof, with the sum of ——— *l.* for his younger child or children in case of his leaving an eldest or only son who should attain the age of 21 years, and with any sum not exceeding ——— *l.* for his daughter or daughters, in case of his not leaving any son who should attain that age, (which latter provision has failed by the death of the said Lady *M. H.* without any daughter); *And* the said *D. G.* did direct and appoint the said sum of ——— *l.* to be equally divided among his younger children, share and share alike, at their respective ages of twenty one years, if a son or sons, and if a daughter or daughters, at their respective ages of 21 years or days of marriage, and if but one such younger child, or if more than one, and all except one should die before his or her age of 21 years or day of marriage, then the sum of ——— *l.* to be paid to such surviving child at his or her age of 21 years or day of marriage, *And* that in case any such younger child or children should attain the age of 21 years, or marry during the life of the said *D. G.* then his or her right in the said ——— *l.* should be considered as vested, but that payment should be postponed until after his decease; *And whereas* the said Lady *M. A.* departed this life the ——— day of ——— leaving the said *D. G.* and *R. S.* party hereto, her surviving, and issue by the said *D. G.* only one son, namely, *P.* an infant, now of the age of ——— years, or thereabouts, and no other child; and the said *R. S.* will have a vested interest in the sum of ——— *l.* by virtue of the said recited will and settlement on his attaining the age of 21 years; *And whereas* by a decree or decretal order of the high court of chancery made and pronounced on the ——— day of ——— before the right honourable the Master of the Rolls, (and since duly inrolled) in a cause by original and supplemental bill, wherein the said *D. G.* was plaintiff, and *W. T.* esq; *H. M.* and *R. S.* were defendants, it was amongst other things ordered

Recital of marriage settlement.

Of death of the said lady *M. K.*

Leaving children.

And that —— will have a vested interest.

A decretal order in chancery.

and

and decreed, that the decree and proceedings in the ſaid former cauſe bearing date the ——— day of ——— ſhould be revived and be carried into execution, and that Mr. *H.* one of the maſters of the ſaid court, to whom the ſaid cauſe ſtood transferred, ſhould enquire and ſtate to the court whether any and what part of the perſonal eſtate of the teſtator *G. H.* had been laid out in the purchaſe of lands, purſuant to the directions of the decree in the ſaid former cauſe, not being ſettled according to the directions of the ſaid decree, and in caſe that the ſaid maſter ſhould find that any ſuch lands had been purchaſed, then that the ſame ſhould be conveyed and ſettled in the ſame manner directed by the ſaid former decree; *And whereas* the ſaid Maſter *H.* (to whom the ſaid cauſes were transferred) made his report in the ſaid laſt mentioned ſupplemental cauſe bearing date the ——— day of ——— and thereby certified amongſt other things, that he found that the ſaid *B. R.* eſq; and *M. P.* eſq; both deceaſed, had, with the approbation of the then late Maſter *M.* (to whom the former cauſe ſtood referred) laid out the ſum of one hundred thouſand ſeven hundred and ſixty-nine pounds ſterling money, part of the perſonal eſtate of the ſaid teſtator *G. H.* in the purchaſe of certain freehold manors, lordſhips, towns, meſſuages, lands, tenements and hereditaments ſituate, lying and being in ——— then the eſtate of *T. J.* as appeared by the report of the ſaid late Maſter *M.* made in the former cauſe on the ——— day of ——— and that the ſaid manors, lordſhips, towns, meſſuages, lands, tenements and hereditaments had been, by indentures of leaſe and releaſe dated reſpectively the ——— and ——— days of ——— and which ſaid indenture of leaſe and releaſe were approved by the ſaid late Maſter *M.* duly conveyed to and to the uſe of the ſaid *B. R.* and *M. P.* their heirs and aſſigns, upon truſt to convey, ſettle and aſſure the ſame to ſuch and the ſame uſes, upon ſuch and the ſame truſts, and to and for ſuch and the ſame intents and purpoſes, and by, with, under and ſubject to ſuch and the ſame powers, proviſoes, payments, charges, conditions, reſtrictions and limitations, as by the laſt will and teſtament of the ſaid *G. H.* and the decree in the ſaid former cauſe, were directed to be limited of and concerning the lands to be purchaſed with the reſidue of his perſonal eſtate, ſo far as the deaths of parties and other contigencies would permit, and to and for no other uſe, truſt, intent or purpoſe whatſoever, but that no ſuch conveyance and ſettlement was made by the ſaid *B. R.* and *M. P.* or the ſurvivor of them, or the heirs of ſuch ſurvivor, and that the ſaid Maſter *H.* had therefore, purſuant to the ſaid decree made in this ſaid ſecond cauſe, ſettled and approved of a proper conveyance and ſettlement of the ſaid manors, lordſhips, towns, meſſuages, lands, tenements and hereditaments from the ſaid defendant *W. T.* the only ſon and heir at law of the ſaid *M. P.* deceaſed, who ſurvived the ſaid *B. R.* (the other truſtee) to ſuch uſes and upon ſuch truſts and with ſuch limitations, and for ſuch intents and purpoſes, and for the benefit of ſuch perſons as were directed by the ſaid teſtator's will; *And whereas* the ſaid Maſter *H* afterwards made his general report in both the ſaid cauſes, dated the ——— day of ——— and did thereby amongſt other things, certify that as to the account directed by the decree in the original cauſe, to be taken of the ſaid teſtator's debts, no perſon had proved or claimed any debts, before the ſaid late Maſter *M.* or his ſucceſſor Maſter *C.* or before the ſaid Maſter *H.* as due from the ſaid teſtator, but that it was admitted before him that

Maſter's report.

Maſter's general report.

that an annuity of —— *l.* granted by the ſaid teſtator *G. H.* to *H. L.* ſtill remained ſubſiſting, but that all arrears thereof had been paid to the —— day of —— by the ſaid *D. G.* and that the funeral expences, and alſo the ſeveral legacies which were given by his will, were paid by the ſaid *B. R.* and *M. P.* and as to the annuities given by the ſaid teſtator's will, no claim for any arrears of any ſuch annuities had been brought in before either of the ſaid late Maſters, or before him the ſaid Maſter *H.* but he found from the affidavit of the ſaid *D. G.* who, upon the death of his father *T. A.* ſucceeded to the eſtates of the ſaid *G. H.* made in the ſaid ſupplemental cauſe, that ſeveral of the ſaid annuitants, to wit, *C. P.* and *S.* his wife, and *B. M.* were all dead before he (the ſaid *D. G.*) became poſſeſſed of the ſaid eſtates, and that all the annuities which became due to the ſeveral perſons in their reſpective lives, were fully paid and ſatisfied by the ſaid *T. A.* deceaſed, and that *I. T. H. U. G. J. M. P.* and other perſons named as annuitants in the ſaid will of the *G. H.* had reſpectively died ſince he the ſaid *D. G.* became poſſeſſed of the ſame eſtate, and that all the annuities which became due to them reſpectively in their reſpective lives, had been fully paid and ſatisfied by him the ſaid *D. G.* and that the annuity that became due to the ſame *M. P.* deceaſed, in his life-time had alſo been fully paid and ſatisfied, and that the annuity of —— *l.* in and by the ſaid will of the ſaid teſtator *G. H.* given to *F. J.* and the annuity of 500 *l.* given thereby to *W. J.* were the only annuities in the ſaid will mentioned, which were then exiſting, and that the ſame had been fully paid up to *Lady-day* —— and the ſaid Maſter certified that by a ſubſequent voucher it appeared, that the ſaid annuity to the ſaid —— had been ſince paid by the ſaid *D. G.* up to the —— day of —— and that the ſeveral conveyances or ſettlements of ſeveral eſtates in the kingdom of —— and ſo approved of by him Maſter *H.* as mentioned in his former report of the —— day of —— appeared to him by the affidavit of *G. I.* and *H. L.* gentlemen, made in the ſaid ſupplemental cauſe, to have been ſince duly executed by the ſaid *W. T.* and that the ſum of —— was then remaining due to the ſaid *D. G.* in reſpect of money paid by him in diſcharging incumbrances upon the ſaid teſtator's eſtates, and which ſaid general report by an order of the ſaid court made by the right honourable the Maſter of the Rolls, in the ſame cauſes, on the —— day of —— next following, was abſolutely confirmed; *And whereas* by indentures of leaſe and releaſe, being the conveyances and ſettlement mentioned in the two ſeveral reports in the ſaid cauſes herein before in part recited to have been approved by the ſaid Maſter *H.* the leaſe bearing date the —— and the releaſe the —— day of —— in the year —— the ſaid indenture of releaſe being of four parts, and made or mentioned to be made between the ſaid *W. T.* of the firſt part; *I. W. G.* and *D. G.* eſq; of the ſecond part; the ſaid *D G.* of the third part; and *R. S.* of the fourth part; after reciting in ſubſtance as herein before is recited, he the ſaid *W. T.* in purſuance of the ſaid will and decree and of the ſaid indentures of leaſe and releaſe of the —— and —— days of —— (approved by the ſaid Maſter *M*) and performance of the truſt devolved on the ſaid *W. T.* and in conſideration of 10 *s.* at the requeſt and by the conſent of the ſaid *D. G.* and *R. S.* did bargain, ſell, alien, releaſe and confirm unto the ſaid *I. W. G.* and *D. G.* their heirs and aſſigns, the ſaid manors, lordſhips, towns, meſſuages, lands, tenements

tenements and hereditaments, with their and every of their appurtenances mentioned and particularly deſcribed in the ſaid indentures of leaſe and releaſe of the ——— and ——— days of ——— *To hold* unto the ſaid *I. W. G.* and *D. G.* and their heirs, ſubject to and chargeable with the payment of all ſuch annuities, proviſoes, pecuniary legacies, ſum and ſums of money then exiſting and unſatisfied, to the payment of which the eſtate of the ſaid *G. H.* was made ſubject by his ſaid will to the uſe of the ſaid *D. G.* and his aſſigns for 99 years, if he ſhould ſo long live, without impeachment of waſte, and after his deceaſe to the ſaid *I. W. G.* and *D. G.* and their heirs, during the life of the ſaid *D. G.* upon truſt to preſerve contingent remainders, and from and after the deceaſe of the ſaid *D. G.* to the uſe and behoof of the ſaid *R. S.* and of the heirs male of his body lawfully iſſuing, and to the uſe of ſuch other perſon and perſons, and for ſuch eſtates, ends, intents and purpoſes, and with, under and ſubject to ſuch powers, privileges, conditions and reſtrictions as the ſaid *G. H.* had by his will deviſed, his real eſtates to or upon ſuch or ſo many of them as were then ſubſiſting and capable of taking effect; *And whereas* by indentures of leaſe and releaſe bearing date reſpectively on or about the ——— and ——— days of ——— in the ſaid year ——— inrolled in his majeſty's court of common pleas in *Ireland*, the releaſe being of five parts, and made or expreſſed to be made between the ſaid *I. W. G.* and *D. G.* of the firſt part; the ſaid *D. G.* of the ſecond part; the ſaid *R. S.* of the third part; *I. I. P.* of the fourth part; and *G. P.* eſq; of the fifth part; and by a common recovery therein agreed to be ſuffered, and which was ſuffered accordingly in ——— laſt paſt, all and ſingular the manors, lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein after more particularly mentioned and deſcribed, and intended to be hereby granted, conveyed and aſſured amongſt other lands and hereditaments in the ſaid indenture mentioned, were limited to the uſe of the ſaid *D. G.* for life, without impeachment of waſte, with remainder after the deceaſe of the ſaid *D. G.* to the uſe and behoof of ſuch perſon and perſons, and for ſuch eſtate and intereſt, and ſubject to ſuch annuities and charges, either annual or in groſs, and ſuch powers, conditions and limitations over, and in ſuch manner and form, either abſolutely or conditionally, and with or without power of revocation, and new limitations of uſe or uſes, as they the ſaid *D. G.* and *R. S.* during their joint lives ſhould, by any deed or deeds, writing or writings, to be by them both ſigned and ſealed, and delivered in the preſence of two or more credible witneſſes from time to time jointly direct, limit, appoint or declare, and in default of ſuch joint direction, limitation or appointment, and as to ſuch part or parts of the ſaid hereditaments and premiſſes, and ſuch eſtate and intereſt therein as ſhould not paſs by ſuch joint direction, limitation or appointment to the uſe of the ſaid *R. S* and the heirs male of his body, with remainder to the uſe of the ſaid *W. P.* younger ſon of the ſaid *W.* marquis of *L.* and the heirs male of his body, with remainder to the uſe of the ſaid *D. G.* and *R. S.* their heirs and aſſigns for ever; *And whereas* by indentures of leaſe and releaſe, the leaſe bearing date the day before the date of the releaſe, and the releaſe bearing date the ——— day of ——— which was in the year ——— and expreſſed to be made between the ſaid *D. G.* and *R. S.* of the firſt part; the ſaid *T. L.* and *S. G.* eſqrs. of the ſecond part; the

Indentures of leaſe and releaſe inrolled in *Ireland*;

and recovery ſuffered.

Indentures of leaſe and releaſe, and mortgage.

this Indenture further witneſſeth, that the ſaid *D. G.* and the ſaid *R. S.* as well for the conſideration aforeſaid as in conſideration of the ſum of ——— *l.* of lawful money of *Great Britain*, and according to the value of money in *Great Britain*, to them the ſaid *D. G.* and *R. S.* in hand at or immediately before the ſealing and delivery of theſe preſents, well and truly paid by the ſaid *G. W.* and which with the ſum of ——— *l.* paid by the ſaid *G. W.* to the ſaid *C. W.* and *W. F.* as aforeſaid, make together the ſum of ——— *l.* agreed to be advanced by the ſaid *G. W.* to the ſaid *D. G.* and *R. S.* as herein before mentioned, the payment and receipt of which ſaid ——— *l.* in manner aforeſaid, they the ſaid *D. G.* and *W. F.* by this their deed in writing by them both ſigned, ſealed and delivered in the preſence of two credible perſons whoſe names are intended to be hereafter indorſed as witneſſes, do hereby acknowledge, and thereof and of and from the ſame and every part thereof do, and each of them doth hereby acquit, releaſe and diſcharge the ſaid *G. W.* his heirs, executors and adminiſtrators, by theſe preſents have, and each of them hath granted, ratified and confirmed, and by theſe preſents do, and each of them doth grant, ratify and confirm, unto the ſaid *G. W* his executors, adminiſtrators and aſſigns, all and ſingular the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before deſcribed or referred to and mentioned and intended to be hereby aſſigned, and in and by the ſaid laſt in part recited indenture limited in uſe or mentioned and intended ſo to be, with their and every of their appurtenances, and every part or parcel thereof, and the eſtate, right, title, intereſt, uſe, poſſeſſion, reverſion and reverſions, equity and power of redemption, right, benefit, property, claim and demand whatſoever, as well in equity as at law of them the ſaid *D. G.* and *W. F.* or either of them, of, in, to and out of the ſaid manors or lordſhips, towns, meſſuages, lands, tenements and hereditaments and premiſſes, every or any of them, *To have and to hold* the ſaid manors or lordſhips, towns, meſſuages, lands, tenements and hereditaments herein before mentioned and deſcribed or referred to and intended to be hereby aſſigned, granted, ratified and confirmed, with their and every of their rights, members and appurtenances, unto the ſaid *G. W.* his executors, adminiſtrators and aſſigns, for and during all the reſt, reſidue and remainder of the ſaid term of one thouſand years, by the ſaid laſt mentioned indenture limited in uſe, and therein yet to come and unexpired, freed and diſcharged from all benefit and equity of redemption, but ſubject nevertheleſs to ſuch proviſo or agreement for redemption of the ſame premiſſes as herein after is contained; *And this Indenture further witneſſeth*, that for the conſideration aforeſaid, and alſo for and in conſideration of the further ſum of 10*s.* of like lawful money of *Great Britain*, to each of them the ſaid *D. G.* and *R. S.* in hand well and truly paid by the ſaid *A. B.* and *C. D.* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, they the ſaid *D. G.* and *W. S.* by virtue of and in purſuance and exerciſe of the ſaid power or authority enabling them thereto in ſuch manner as in the ſaid above in part recited indenture bearing date the ——— and ——— days of ——— is mentioned, and by virtue of all and every other powers and authorities, power or authority given to or veſted in them, or in any ways enabling them thereunto, and at the requeſt and with the conſent

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conſent and approbation of the ſaid *G. W.* teſtified by his ſealing and delivering theſe preſents, have limited and appointed, and by this preſent deed or writing ſealed and delivered by them the ſaid *D. G.* and *R. S.* in the preſence of the two credible perſons whoſe names are or were intended to be hereon wrote or indorſed as witneſſes atteſting the ſame, do limit and appoint to the uſe of the ſaid *A. B.* and *C. D.* and their heirs and aſſigns for ever, all and ſingular the aforeſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before deſcribed, mentioned and referred to, with their and every of their rights, members and appurtenances, and they the ſaid *D. G.* and *R. S.* do hereby direct, limit, appoint and declare, that the ſaid in part recited indentures of the ——— and ——— days of ——— and the recovery ſuffered in purſuance thereof, ſo far as the ſame regards or relates to the ſame hereditaments and premiſſes, or any of them, ſhall be and enure, and that the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, with their and every of their rights, members and appurtenances, ſubject nevertheleſs to the ſaid term of 1000 years herein before mentioned and intended to be hereby aſſigned, ſhall be and remain to the uſe of the ſaid *A. B.* and *C. D* and their heirs and aſſigns for ever, freed and diſcharged from the uſes, truſts, proviſoes and agreements in the laſt above in part recited indenture of the ——— day of ——— mentioned, but to the uſes, upon the truſts, and ſubject to the proviſoes and agreements herein after expreſſed and contained of and concerning the ſame; *And this Indenture likewiſe witneſſeth*, that for the conſideration aforeſaid, and for and in conſideration of the further ſum of 10*s.* of like lawful money to each of them the ſaid *D. G. R. S. P. R.* and *I. I.* in hand paid by the ſaid *A. B.* and *C. D.* at or before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, they the ſaid *P. R.* and *I. I.* with the privity and conſent of the ſaid *C. W.* and *W. F.* at the requeſt and by the direction and appointment of the ſaid *D. G* and *R. S.* (teſtified ſeverally as aforeſaid) have, and each of them hath granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents do, and each of them doth grant, bargain, ſell, alien, releaſe and confirm, and the ſaid *D. G.* and *R. S* have, and each of them hath granted, bargained, ſold, aliened, releaſed, ratified and confirmed, and by theſe preſents do, and each of them doth grant, bargain, ſell, alien, releaſe, ratify and confirm, unto the ſaid *A. B.* and *C. D.* (in their actual poſſeſſion now being by virtue of a bargain and ſale to them thereof made by the ſaid *P. R.* and *I. I.* for 5*s.* a-piece conſideration, by indenture bearing date the day next before the day of the date of theſe preſents for the term of one whole year, commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by force of the ſtatute made for transferring of uſes into poſſeſſion) and to their heirs and aſſigns, all and ſingular the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſſes in and by the ſaid laſt mentioned indenture of the ——— day of ——— appointed, granted and releaſed, or mentioned and intended ſo to be, with their and every of their rights, members and appurtenances, and the reverſion and reverſions, remainder and remainders,

Declaration as to uſes of former aſſurances.

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yearly and other rents, iſſues and profits thereof and of every part thereof, and all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of them the ſaid *P. R.* and *J. J.* or either of them, of, into, or out of the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, every or any of them, *To have and to hold* the ſame manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſſes herein before mentioned or referred to, and intended to be hereby releaſed, with their and every of their rights, members and appurtenances, unto the ſaid *A. B.* and *C. D.* and their heirs and aſſigns, for ever freed and diſcharged from the uſes, truſts, proviſoes and agreements in the laſt above in part recited indenture of the ——— day of ——— mentioned, but to the uſes, upon the truſts, and ſubject to the proviſo and agreement hereinafter expreſſed and contained of and concerning the ſame, and the ſaid *P. R.* for himſelf, his heirs, executors and adminiſtrators, and the ſaid *J. J.* for himſelf, his heirs, executors and adminiſtrators, do, and each of them doth, ſeverally and reſpectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors and adminiſtrators of the other of them, but each of them for himſelf, and his own acts, deeds, heirs, executors and adminiſtrators only, covenant and declare to and with the ſaid *A. B.* and *C. D.* that they the ſaid *P. R.* and *J. J.* or either of them, have not at any time heretofore, made, done, committed or executed, or wittingly or willingly permitted or ſuffered any act, deed, matter or thing whatſoever, whereby or by reaſon whereof the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein before appointed, granted and releaſed, or expreſſed and intended ſo to be, or any part thereof, is, are, ſhall, or may be impeached, charged or incumbered in title, charge, eſtate or otherwiſe howſoever; *And this Indenture further witneſſeth*, that for the conſideration aforeſaid, and for the better and more effectual ſecuring to the ſaid *G. W.* his executors, adminiſtrators and aſſigns, the re payment of the ſaid ſum of ——— *l.* with intereſt for the ſame, after the rate and at the times hereinafter ſpecified for payment thereof; and alſo for and in conſideration of the further ſum of 10*s.* of like lawful money to each of them the ſaid *D. G.* and *R. S.* in hand paid by the ſaid *A. B.* and *C. D.* at or immediately before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, they the ſaid *D. G.* and *R. S.* by virtue and in purſuance and exerciſe of the ſaid power and authority, enabling them thereto in ſuch manner as in the ſaid above in part recited indenture, bearing date the ——— and ——— days of ——— is mentioned, and by virtue of all and every other powers and authorities, power and authority given to or inveſted in them, or in any ways enabling them thereunto, and at the requeſt and with the conſent and approbation of the ſaid *G. W.* teſtified in manner aforeſaid, have limited and appointed, and by this preſent deed or writing ſo ſigned, ſealed and delivered by them the ſaid *D. G.* and *R. S.* as aforeſaid, and intended to be teſtified as aforeſaid, do limit and appoint to the uſe of the ſaid *A. B.* and *C. D.* and their heirs and aſſigns for ever, all and ſingular the manors or lordſhips, towns, meſſuages, lands, tenements and hereditaments herein after particularly mentioned and deſcribed, and intended to be hereby granted, conveyed and releaſed, with their and

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every

every of their rights, members and appurtenances, and do hereby direct and appoint that the ſaid in part recited indentures of the ——— and ——— days of ——— and the recovery ſuffered in purſuance thereof, and ſo far as the ſame regards or relates to the hereditaments laſt mentioned and deſcribed, or any of them, ſhall be and enure, and that the ſaid manors or lordſhips, towns, meſſuages, lands, tenements and hereditamenets herein after particularly mentioned and deſcribed, with their and every of their rights, members and appurtenances, ſhall be and remain to the uſe of the ſaid *A. B.* and *C. D.* and their heirs and aſſigns for ever, to the uſes, upon the truſts, and ſubject to the proviſoes and agreements herein after expreſſed and contained of and concerning the ſame; *And this Indenture likewiſe witneſſeth*, that for further effectuating the ſame contract and agreement, and for the conſideration herein before expreſſed, and alſo in conſideration of the ſum of 5*s.* of lawful money of *Great Britain*, by the ſaid *A. B.* and *C. D.* to the ſaid *D. G.* and *R. S.* in hand at or immediately before the ſealing and delivery of theſe preſents well and truly paid, the receipt whereof is hereby acknowledged, they the ſaid *D. G.* and *R. S.* in purſuance and further execution of the ſaid power and authority enabling them in this behalf, in ſuch manner as in the ſaid in part recited indentures dated the ——— day of ——— is mentioned, and by force and virtue of all and every other power and powers, authority and authorities in them or either of them given, at the requeſt and with the conſent and approbation of the ſaid *G. W.* teſtified as aforeſaid, have, and each of them hath granted, bargained, ſold, aliened, releaſed, conveyed and confirmed, and by this preſent deed or writing ſealed and delivered by them the ſaid *D. G.* and *R. S.* and intended to be atteſted as aforeſaid, do grant, bargain, ſell, alien, releaſe, convey and confirm unto the ſaid *A. B.* and *C. D.* (in their actual poſſeſſion now being by virtue of a bargain and ſale to them thereof made by the ſaid *D. G.* and *R. S.* for 5*s.* conſideration, by indenture bearing date the day next before the day of the date of theſe preſents, for the term of one year commencing from the day next before the day of the date of the ſaid indenture of bargain and ſale, and by force of the ſtatute made for transferring uſes into poſſeſſion,) and to their heirs and aſſigns, all and ſingular ——— and every of their appurtenances, and all and ſingular the houſes, out-houſes, edifices, buildings, barns, ſtables, dove-houſes, yards, gardens, orchards, woods, underwoods, trees, groves, coppices, ways, paths, paſſages, waters, water-courſes, mounds, marſhes, bays, commons, common of paſture and other rights of common, mines, quarries, courts-leet, courts baron, and other courts, perquiſites and profits of courts, rents, ſervices, waif, eſtrays, deodands, goods of felons and outlaws, and fugitives and felons of themſelves, treaſure-trove and all other rights, royalties, franchiſes, liberties, privileges, juriſdictions, profits, emoluments, eaſements, commodities and appurtenances whatſoever, to the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein before laſt mentioned and deſcribed, or any of them belonging or appertaining, or to or with the ſame, every or any of them known, uſually held, occupied, poſſeſſed or enjoyed, or accepted or reputed, deemed, taken, known, demiſed, uſed or letten as part, parcel or member of them, or any of them, and the reverſion and reverſions, remainder and remainders, yearly and other rents, iſſues and profits of all

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Tranſfer.

Parcels.

and

and ſingular the ſaid premiſſes, and all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity, of them the ſaid *D. G.* and *R. S.* and each of them, of, in, to or out of the ſaid laſt mentioned manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, every or any of them, which ſaid manors, *&c.* (title deduced) *To have and to hold* the ſame manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſſes laſt herein before mentioned and deſcribed, with their and every of their rights, members and appurtenances, unto the ſaid *A. B.* and *C. D.* their heirs and aſſigns, to the uſes, upon the truſts, and ſubject to the proviſoes and agreements herein after expreſſed and contained, of and concerning the ſame: *And* it is hereby agreed and declared, that as well the ſaid direction and appointment, grant and releaſe laſt herein before made, as the ſaid direction and appointment, grant and releaſe firſt herein before made, ſhall reſpectively be and enure, to the uſes, upon the truſts, and ſubject to the proviſo and agreement herein after expreſſed and contained, (that is to ſay) to the uſe of the ſaid *G. W.* his executors, adminiſtrators and aſſigns, for and during and unto the full end and term of ——— years, to be computed from the day of the date of theſe preſents, ſubject to the proviſo and agreement herein after expreſſed and contained, of and concerning the ſaid term, and from and immediately after the end, expiration or ſooner determination of the ſaid term, and in the mean time ſubject thereto, to the uſe and behoof of the ſaid *A. B.* and *C. D.* their heirs and aſſigns for ever, upon the truſts herein after mentioned; *Provided always*, and it is hereby expreſsly declared and agreed, by and between the ſaid parties to theſe preſents, and the true intent and meaning of them, and of theſe preſents, is, that as well the reſt, reſidue and remainder yet to come and unexpired of the ſame term of 1000 years, in and by the indenture of appointment and releaſe, bearing date the ——— day of ——— limited in uſe, to the ſaid *C. W.* and *W. F.* of and in the ſaid ſeveral manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes therein comprized and herein before firſt mentioned and intended to be hereby granted, aſſigned and confirmed, unto the ſaid *G. W.* his executors, adminiſtrators and aſſigns, as the ſaid term of 1200 years laſt herein before limited in uſe to the ſaid *G. W.* his executors, adminiſtrators and aſſigns, of and in the ſaid ſeveral manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſes therein compriſed are ſo aſſigned and limited reſpectively as aforeſaid, ſubject to the proviſo or agreement herein after expreſſed and contained (that is to ſay) that if the ſaid *D. G.* and *R. S.* or either of them, their or either of their heirs, executors, adminiſtrators or aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *G. W.* his executors, adminiſtrators or aſſigns, at or in the common dining-hall at *L. Inn*, in the county of *M.* the full and juſt ſum of ——— *l.* of lawful money of *Great Britain*, and according to the value of money in *Great Britain*, being the ſaid principal ſum of ——— *l.* and the ſum of ——— as and for three years intereſt thereof, after the rate of ——— *l.* for every 100 *l.* for a year, in manner following, that is to ſay, the ſum of ——— *l.* part thereof, on the ——— day of ——— now next enſuing, the further ſum of ——— *l.* other part thereof, on the ——— day of ——— which will be in the

Habendum.

Proviſo for payment of mortgage money.

year

year of our Lord 1791, the further ſum of ——— *l.* other part thereof, on the ——— day of ——— then next enſuing, the further ſum of ——— *l.* other part thereof, on the ——— day of ——— which will be in the year of our Lord ——— the further ſum of ——— other part thereof, on the ——— day of ——— then next enſuing, and the further ſum of ——— being the reſidue and in full payment thereof, on the ——— day of ——— which will be in the year of our Lord ——— without making any deduction or abatement whatſoever, out of the ſaid ſeveral ſums or any part thereof, for or in reſpect of any taxes, rates, aſſeſſments, charges, payments or impoſitions whatſoever already taxed, charged, aſſeſſed or impoſed or which, at any time hereafter may be taxed, charged, aſſeſſed or impoſed upon the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, or any part or parts thereof, or upon the tenants or occupiers thereof, or upon the ſaid ſum of ——— *l.* intended to be hereby ſecured, or upon the ſaid *G. W.* his executors, adminiſtrators or aſſigns, or any of them, for or in reſpect thereof by authority of parliament or otherwiſe howſoever, then and in ſuch caſe and at any time from and after ſuch payment as aforeſaid ſhall be made to the ſaid *G. W.* his executors, adminiſtrators or aſſigns he the ſaid *G. W.* his executors, adminiſtrators or aſſigns, ſhall and will, upon the requeſt and at the coſts and charges of the ſaid *D. G.* and *R. S.* their heirs or aſſigns, aſſign, transfer, releaſe, ſurrender or make void the reſidue of the ſaid two ſeveral terms of 1000 years and 1200 years in ſuch manner as the ſaid *D. G.* and *R. S.* their heirs or aſſigns, ſhall direct or appoint; *And* the ſaid *D. G.* and *R. S.* for themſelves ſeverally and reſpectively, and for their reſpective heirs, executors and adminiſtrators, do, and each of them doth hereby covenant, promiſe, declare and agree, with and to the ſaid *G. W.* his executors, adminiſtraters and aſſigns, by theſe preſents, in manner following (that is to ſay) that they the ſaid *D. G.* and *R. S.* or their reſpective heirs, executors or adminiſtrators, or ſome or one of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *G. W.* his executors, adminiſtrators and aſſigns, the ſaid ſum of ——— *l.* at the days and times, and in the manner in the proviſo herein before mentioned and appointed for payment thereof, without any manner of deduction or abatement whatſoever, to be made thereout or in reſpect thereof as aforeſaid, and according to the true intent and meaning of the proviſo or condition herein before for that purpoſe contained, and alſo that it ſhall and may be lawful to and for the ſaid *G. W.* his executors, adminiſtrators and aſſigns, after default (if any ſhall happen to be made) in the payment of the ſaid ſum of ——— *l.* or any part thereof, contrary to the ſaid proviſo and covenant herein before in that behalf contained, peaceably and quietly, as well into and upon the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, and hereditaments herein before firſt mentioned to be hereby aſſigned for the reſidue of the ſaid term of 1000 years as aforeſaid, as into and upon the ſaid other manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein before laſt mentioned to be hereby limited in uſe for the term of 1200 years as aforeſaid reſpectively, with their and every of their reſpective rights, members and appurtenances, to enter, and the ſame from thenceforth peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy, and the rents, iſſues

Covenant for payment of the mortgage money,

that mortgagee may enter after default of payment,

and enjoy

iſſues and profits thereof to receive and take, to and for his or their own reſpective uſe and benefit for and during the continuance of the ſaid two ſeveral terms of 1000 years and 1200 years reſpectively, without the lawful let, ſuit, trouble, denial, eviction or interruption whatſoever, of, from, or by the ſaid *D. G. R. S. C. W.* and *W. F.* their reſpective heirs, executors, adminiſtrators and aſſigns, or either of them or any other perſon or perſons whatſoever; and that free and clear, and freely and clearly acquitted, exonerated and diſcharged or otherwiſe, by the ſaid *D. G.* and *R. S.* their reſpective heirs, executors and adminiſtrators, or ſome or one of them, at all times thereafter, well and ſufficiently ſaved harmleſs and kept indemnified, of, from and againſt all and all manner of former and other grants, bargains, ſales, uſes, truſts, jointures, dowers, intails, mortgages, judgments, eſtates, debts, titles, charges and incumbrances whatſoever, had, made, done, committed or ſuffered, or to be had, made, done, committed or ſuffered by them the ſaid *D. G. R. S. C. W.* and *W. F.* or any other perſon or perſons whoſoever, ſave and except as appears by theſe preſents, and farther, that the ſaid *D. G.* and *R. S.* their heirs, and all and every other perſon and perſons whatſoever, having or lawfully claiming, or who ſhall or may at any time hereafter, have or claim any eſtate, right, title, truſt or intereſt whatſoever, at law or in equity, of, into or out of the ſaid ſeveral manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, or any of them, or any part or parts thereof herein before mentioned to be hereby aſſigned or limited in uſe unto the ſaid *G. W.* his executors, adminiſtrators and aſſigns, for the ſaid reſpective terms of 1000 years and 1200 years as aforeſaid, or any part thereof, by, from, under or in truſt for them or any of them, as aforeſaid, ſhall and will, at any time or times after default (if any) ſhall happen to be made in payment of the ſaid ſum of ——— *l.* or any part thereof, contrary to the ſaid proviſo and covenant herein before in that behalf contained, upon the reaſonable requeſt of the ſaid *G. W.* his executors, adminiſtrators or aſſigns, but at the coſts and charges of the ſaid *D. G.* and *R. S.* their heirs or aſſigns, make, do, acknowledge, levy, ſuffer and execute, and cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed all and every ſuch further and other lawful and reaſonable acts, deeds, fines, recoveries, conveyances and aſſurances in the law whatſoever, for the further, better and more effectually granting, aſſigning, limiting, aſſuring and confirming all and ſingular the ſaid ſeveral manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, with their and every of their rights, members and appurtenances herein before mentioned and intended to be hereby aſſigned and limited in uſe reſpectively, as aforeſaid, unto the ſaid *G. W.* his executors, adminiſtrators and aſſigns, for and during the reſidue and remainder of the ſaid two ſeveral terms of 1000 years and 1200 years reſpectively, which ſhall be then to come and unexpired therein freed, releaſed and diſcharged of and from the proviſo herein before contained for redemption of the ſaid premiſſes, and all other right, title and equity of redemption whatſoever, and by ſuch ways and means as by the ſaid *G. W.* his executors, adminiſtrators and aſſigns, or his, their, or any of their counſel in the law ſhall in that behalf be adviſed and reaſonably required, *And* it is hereby declared by and between the ſaid parties to theſe

free from incumbrances.

Further aſſurance.

theſe preſents, and the true intent and meaning of them and theſe preſents is, that the ſaid *A. B.* and *C. D.* and the ſurvivor of them, and his heirs, ſhall ſtand and be ſeiſed of all and ſingular the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein before limited and appointed, granted, releaſed, conveyed and confirmed reſpectively, or expreſſed and intended ſo to be, with their and every of their rights, members, and appurtenances, upon the ſeveral truſts, and to the ſeveral ends, intents and purpoſes herein after expreſſed and declared of and concerning the ſame (that is to ſay) upon truſt that the ſaid *A. B.* and *C. D.* and the ſurvivor of them, and his heirs and aſſigns ſhall and do permit and ſuffer the ſaid *D. G.* and his aſſigns, and ſuch other perſon or perſons as would have been intitled to the ſaid hereditaments and premiſſes herein before mentioned and intended to be hereby limited and appointed, granted, releaſed, conveyed, ratified and confirmed, under or by virtue of the ſaid in part recited indenture of leaſe and releaſe, bearing date the ——— and ——— days of ——— and the recovery ſuffered in purſuance thereof, in caſe theſe preſents had not been made, to receive and take the rents, iſſues and profits of all and every the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, until default ſhall be made in payment of the ſaid ſum of ——— *l.* as aforeſaid, or ſome part thereof, and in caſe the whole of the ſaid ſum of ——— *l.* ſhall have been paid on or before the ſaid ——— day of ——— which will be in the year of our Lord ——— then upon truſt that the ſaid *A. B.* and *C. D.* and the ſurvivor of them or his heirs, do and ſhall, at the coſts and charges of the ſaid *D. G.* and *R. S* or of their reſpective heirs, executors or adminiſtrators, and ſo as the ſaid *A. B.* and *C. D.* and the ſurvivor of them, and his heirs, be not compelled or compellable therefore to go or travel from their or his dwelling, convey and aſſure the ſaid ſeveral manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes expreſſed to be hereby appointed, granted and releaſed, limited and aſſured unto and to the uſe of the ſaid *D. G.* and *R. S.* their heirs and aſſigns, or as they ſhall direct or appoint, but in caſe the ſaid ſum of ——— *l.* or ſome part thereof, ſhall on the ſaid ——— day of ——— remain unpaid or unſatisfied, and ſhall not be paid and ſatisfied within 40 days then next enſuing, then upon truſt that they the ſaid *A. B.* and *C. D.* or the ſurvivor of them, or his heirs, do and ſhall, as ſoon after the ſaid 40 days as conveniently may be, by the direction of the ſaid *G. W.* his executors, adminiſtrators or aſſigns, and without the interpoſition or aſſent of the ſaid *D. G.* and *R. S.* their heirs or aſſigns, or any of them, by public ſale or auction, or private contract upon reaſonable notice to be given for that purpoſe, make ſale and abſolutely diſpoſe, either entirely, together or in parcels, of all and ſingular the ſaid ſeveral manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein before mentioned and deſcribed, with their appurtenances as aforeſaid, or of a ſufficient part thereof, and the equity of redemption and inheritance thereof in fee-ſimple for the beſt price or prices in money that can then be reaſonably had or obtained for the ſame, and do and ſhall, for that purpoſe, make and execute all ſuch deeds, conveyances and aſſurances as they the ſaid *A. B.* and *C. D.* or the ſurvivor of them, or the heirs of ſuch ſurvivor ſhall think fit, and it is

Truſts of the fee.

In truſt for mortgagor till default of payment.

In default of payment in truſt to ſell,

and pay expences of ſale, mortgage, &c.

is hereby agreed and declared that the ſaid *A. B.* and *C. D.* and the ſurvivor of them, his heirs, executors and adminiſtrators, ſhall and may, in the firſt place, out of the monies to ariſe by ſuch ſale or ſales, retain, reimburſe and pay themſelves reſpectively, all ſuch coſts, charges and expences as they reſpectively ſhall or may ſuſtain, expend or be put unto, by cauſing the ſaid hereditaments and premiſſes, or any part or parts thereof, to be ſold, and in making out proper abſtracts of the title thereto, to be delivered to the purchaſor or purchaſors thereof and otherwiſe, reſpecting or in any wiſe relating or incident to ſuch ſale or ſales as aforeſaid, or any act neceſſary to be done by them in purſuance of the truſts aforeſaid, or of any covenant, clauſe, matter or thing herein contained or expreſſed, and then that the ſaid *A. B.* and *C. D.* and the ſurvivor of them, his executors or adminiſtrators, do and ſhall thereout pay to the ſaid *G. W.* his executors, adminiſtrators or aſſigns, the ſaid ſum of ——— *l.* of lawful money of *Great Britain*, and according to the value of money in *Great Britain* or ſo much thereof as ſhall then remain unpaid, and all further intereſt then due and owing for the ſame, and after the ſeveral deductions and payments aforeſaid, that then the ſaid *A. B.* and *C. D.* or the ſurvivor of them, his executors, or adminiſtrators, do and ſhall pay the reſidue (if any) of the money to ariſe by ſuch ſale or ſales ſo to be made as aforeſaid, after paying and diſcharging the coſts and charges in or about or relating to the execution of the ſaid truſt, and the ſaid ſum of ——— *l.* and all intereſt then due and owing for the ſame, at the rate aforeſaid, unto the ſaid *D. G.* and *R. S.* their executors, adminiſtrators and aſſigns, and do and ſhall convey and aſſure ſuch part or parts of the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes expreſſed or intended to be hereby granted and releaſed, limited and appointed as aforeſaid, as ſhall then remain unſold and undiſpoſed of, unto and to the uſe of the ſaid *D. G.* and *R. S.* their heirs or aſſigns, or as he or they ſhall direct or appoint; *Provided always* and it is hereby agreed and declared by and between all the ſaid laſt mentioned parties, that in the mean time and until the ſaid hereditaments and premiſſes ſhall be ſold as aforeſaid, a ſufficient part of the rents and profits of ſuch and ſo many of them as ſhall from time to time remain unſold, ſhall be applied and diſpoſed of, in and for paying and diſcharging the intereſt of the ſaid ſum of ——— *l.* at the rate aforeſaid, as and when ſuch intereſt ſhall from time to time become due and payable, and that the reſidue of the ſaid rents and profits ſhall be applied in diſcharge of the ſaid principal ſum of ——— *l.* or ſo much thereof as ſhall then remain unpaid; and for promoting and facilitating the ſale of all and ſingular the premiſſes aforeſaid, it is hereby further declared and expreſsly agreed by and between the ſaid *D. G. R. S.* and *G. W.* and the true intent and meaning of them and theſe preſents, that the receipt or receipts of the ſaid *A. B.* and *C. D.* or the ſurvivor of them and his heirs, ſigned with their or his hands or hand, ſhall be ſufficient diſcharge or ſufficient diſcharges to the purchaſor or purchaſors of the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes mentioned to be hereby granted and releaſed, limited and appointed as aforeſaid, or any part or parts thereof, and his, her and their reſpective heirs, executors, adminiſtrators and aſſigns, for ſo much of the ſaid purchaſe money for which ſuch receipt

Truſtees receipt to be a ſufficient diſcharge to purchaſors.

receipt or receipts ſhall be ſo given and ſigned as aforeſaid, and that ſuch purchaſor or purchaſors, his, her or their heirs, executors, adminiſtrators and aſſigns, ſhall not be obliged to enquire or know whether the ſum of money and intereſt intended to be hereby ſecured as aforeſaid, or any part thereof, are or is then owing, and that after ſuch receipt or receipts ſhall be ſigned and delivered to the purchaſor or purchaſors, his, her or their heirs, executors, adminiſtrators or aſſigns, he, ſhe or they, or his, her or their heirs, executors, adminiſtrators or aſſigns, ſhall not be obliged to ſee to the application of his, her or their purchaſe money, or to be anſwerable or accountable for any loſs, miſapplication or non-application of the ſum or ſums of money which in or by ſuch receipt or receipts ſhall be acknowledged or expreſſed to be received, or any part thereof, *And* the ſaid *D. G.* and *R. S.* for themſelves ſeverally and reſpectively, and for their reſpective heirs, executors and adminiſtrators, do, and each of them doth covenant, promiſe and agree with and to the ſaid *A. B.* and *C. D.* their heirs and aſſigns, by theſe preſents, in manner following, that is to ſay, that they the ſaid *D. G.* and *R. S.* or ſuch one of them or his heirs, as may be intitled to the ſaid equity of redemption in the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes mentioned to be hereby granted and releaſed, limited and appointed as aforeſaid, ſhall and will well and truly pay or cauſe to be paid unto all and every ſuch reſpective perſon or perſons, and his, her or their aſſigns, for and during the life or lives of any of them, ſuch annuity or annuities, and all arrears thereon or any part thereof due, as the ſaid *G. H.* by his laſt will and teſtament herein before recited, charged upon all his real and perſonal eſtates whatſoever and wherefocver, and which were afterwards by indentures of leaſe and releaſe herein before recited, reſpectively bearing date the ——— and ——— days of ——— more particularly charged on certain hereditaments and premiſſes therein particularly mentioned and deſcribed, of which the manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes expreſſed or intended to be hereby granted and releaſed, limited and appointed as aforeſaid, are part, free and clear of and from all taxes, charges and other deductions whatſoever, parliamentary or otherwiſe, at the days and times, and in manner and form as are limited or appointed for payment of the ſame; and alſo that they the ſaid *D. G.* and *R. S.* their heirs, executors or adminiſtrators, or ſome or one of them, ſhall and will, from time to time to time, and at all times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *A. B.* and *C. D.* their heirs and aſſigns, and every of them, and the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes ſo appointed, granted, releaſed, limited and conveyed to the ſaid *A. B.* and *C. D.* their heirs and aſſigns as aforeſaid, and every of them and every part thereof, and the ſaid two ſeveral terms of 1000 and 1200 years reſpectively, of, from and againſt the aforeſaid ſum of ——— *l.* appointed by the ſaid above in part recited indenture, bearing date the ——— day of ——— to the younger children of the ſaid *D. G.* as aforeſaid, and all intereſt due or hereafter to grow due for the ſame, and every or any part thereof, and of, from and againſt all actions, ſuits, coſts, charges, damages and expences which the ſaid *A. B.* and *C. D.* or the ſaid *G. W.* their heirs, executors, adminiſtrators

Not to ſee to application of money.

Covenant to pay outſtanding annuities,

and indemnify the mortgagor againſt ſums charged on ſaid premiſſes.

miniſtrators and aſſigns, reſpectively, or any of them, ſhall or may, at any time hereafter, ſuſtain, expend, or be put unto by reaſon or on account of the levying or raiſing the ſaid ſum of ——— *l.* or any part hereof, or the intereſt thereof; and alſo that they the ſaid *D. G.* and *R. S.* ſome or one of them, at the time of ſealing and delivery hereof, are or is lawfully, rightfully and abſolutely ſeiſed, of their, ſome or one of their demeſnes as of fee, of and in the ſaid manors or lordſhips, towns, meſſuages, lands, tenements and premiſſes herein before mentioned to be hereby limited and appointed, granted, releaſed and confirmed, and every part and parcel thereof, with their and every of their rights, members and appurtenances, of a good, ſure, perfect, abſolute and indefeaſible eſtate of inheritance in fee-ſimple in poſſeſſion, without any reverſion or remainder, truſt, limitation, power of revocation, uſe or uſes, or any other matter, reſtraint or thing whatſoever, to alter, change, charge, revoke, make void or leſſen, incumber or determine the ſame; and alſo that they the ſaid *D. G. R. S. P. R.* and *J. J.* at the time of the ſealing and delivery of theſe preſents, or ſome or one of them, have, or hath in themſelves or himſelf, good right, full power, and lawful and abſolute authority to grant, bargain, ſell, releaſe, limit, appoint, convey and aſſure, all and ſingular the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes mentioned to be hereby granted, releaſed and appointed as aforeſaid, with their reſpective rights, members and appurtenances, unto the ſaid *A. B.* and *C. D.* and their heirs, to the uſes, upon the truſts, and to and for the intents and purpoſes, and ſubject to the powers, proviſoes, declarations and agreements herein before declared and expreſſed of and concerning the ſame, ſubject to the charges herein before recited, and that in caſe the ſaid manors or lordſhips and other hereditaments and premiſſes, or any part or parts thereof ſhall be ſold in purſuance of the truſts herein before declared for that purpoſe, it ſhall be lawful for the purchaſor or purchaſors thereof, his, her or their heirs and aſſigns from thenceforth, from time to time, and at all times for ever, peaceably and quietly to have, hold and enjoy the ſame, and to receive and take the rents, iſſues and profits thereof, and every part thereof, to and for his and their own uſe and benefit, without the lawful let, ſuit, trouble, hindrance, moleſtation, interruption or denial of, from or by them the ſaid *D. G. R. S.* or the ſaid *P. R.* and *J. J.* or any of them, or any of their heirs, or any perſon or perſons whomſoever, having or lawfully or equitably claiming, or who ſhall or may have or lawfully or equitably claim any eſtate, right, title, truſt or intereſt, into or out of the ſaid hereditaments and premiſſes herein before mentioned and deſcribed, or any part thereof, by, through, from, under or in truſt for the ſaid *D. G. R. S. P. R.* and *J. J.* or either of them, or by, from, through or under the ſaid *G. H.* deceaſed, or by, from through or under their or any of their right, title, eſtate or intereſt, and that free and clear, and freely and clearly and abſolutely acquitted, exonerated and diſcharged, or otherwiſe, by the ſaid *D. G.* and *R. S.* their heirs, executors and adminiſtrators, ſaved, defended, kept harmleſs and indemnified, of, from and againſt all manner of former and other gifts, grants, bargains, ſales, mortgages, annuities, jointures, dowers, thirds, right and title of dowers and thirds, uſes, intails, rents and arrears of rents, ſtatutes, judgments, recognizances, executions,

That the mortgagor ſeiſed in fee.

Have full power to convey.

That it ſhall be lawful for the purchaſors to enjoy

free from incumbrances,

executions, extents, debts due to the king's majeſty, and all other debts, rules, charges or incumbrances whatſoever, made, done, committed or executed, or wittingly or willingly ſuffered by the ſaid *D. G. R. S. P. R.* and *J. J.* or any of them, or by the ſaid *G. H.* deceaſed, or any perſon or perſons lawfully claiming by, from, through or under or in truſt for them or any of them, or by, through or with their or any of their acts, deeds, means, conſent, procurement, default or privity, except the ſeveral ſubſiſting leaſes, and the annuities and reſpective ſums of ——— *l.* and ——— herein before recited to have been charged thereon as aforeſaid; and further, that if the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes mentioned to be hereby granted and releaſed, limited and appointed as aforeſaid, or any part or parts thereof, ſhall be ſold in purſuance of the truſts herein before declared for that purpoſe, the ſaid *D. G.* and *R. S.* and their heirs, and all and every other perſon and perſons whomſoever, having or lawfully claiming, or who ſhall or may hereafter have or claim any eſtate, right, title or intereſt, of, in, to or out of the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, or any of them, or any part or parts thereof, by, from, through or under the ſaid *D. G.* and *R. S.* or by, through or under the ſaid *G. H.* deceaſed, or either of them, or by, through or under their or any of their right, title, eſtate or intereſt, other than except as aforeſaid, ſhall and will, at any time or times after the ſame ſhall be ſold and conveyed, at the requeſts, coſts and charges of the purchaſor or purchaſors thereof, make, do, acknowledge, levy, ſuffer and execute, or cauſe and procure to be made, done, acknowledged, levied, ſuffered and executed, all and every, or any ſuch further or other lawful and reaſonable act and acts, thing and things, deviſes, conveyances and aſſurances in the law whatſoever, for the further and better and more perfect and abſolute granting, conveying and aſſuring all and ſingular the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, and every part and parcel thereof, with their reſpective rights, members and appurtenances, and to the purchaſor or purchaſors thereof, his, her or their heirs or aſſigns, or as he, ſhe or they ſhall direct or appoint, as by his, her or their, or any of their counſel learned in the law ſhall be lawfully and reaſonably deviſed, adviſed and required; and alſo that in caſe the ſaid hereditaments and premiſſes, or any part or parts thereof, ſhall be ſold in purſuance of the truſt herein before declared for that purpoſe, they the ſaid *D. G.* and *R. S.* or their heirs if required, ſhall and will join in ſuch ſale, and execute the ſeveral conveyances of the premiſſes to be ſold unto the uſe of the purchaſor or purchaſors thereof, his, her or their heirs and aſſigns, or as he, ſhe or they ſhall direct or appoint, and enter into all proper and reaſonable covenants with the purchaſor or purchaſors, his, her or their heirs or aſſigns, for the title, poſſeſſion and further aſſurance of the premiſſes ſo to be ſold; nevertheleſs it is hereby agreed and declared, that the joining of the ſaid *D. G.* and *R. S.* or their heirs, in any ſuch ſale or ſales, conveyance or conveyances, ſo to be made and executed as aforeſaid, ſhall not in any wiſe be deemed eſſential or neceſſary to perfect the title of the purchaſor or purchaſors of any part thereof, the ſame being intended for the further ſatisfaction only of ſuch purchaſor or purchaſors; *Provided always*, and it is hereby agreed and declared, that the ſaid *A. B.* and

and for further aſſurance.

In caſe premiſſes ſold to enter into covenants with the purchaſor.

Truſtees to be chargeable only

b.

with ſuch ſums as they reſpectively receive.

B. and *C. D.* and each of them and each of their reſpective heirs, executors and adminiſtrators, ſhall be charged and chargeable only for and with their reſpective receipts, payments, acts and wilful defaults, and ſhall not be charged or chargeable with, or anſwerable or accountable for any ſum or ſums of money, other than ſuch as ſhall by the means herein before mentioned, actually come to their reſpective hands, their joining in any receipt or receipts for the ſake of conformity notwithſtanding, nor ſhall any or either of them be accountable or anſwerable for the other or others of them, but each of them for his own acts and receipts only, nor ſhall they or any of them be accountable or anſwerable for any loſs or damage which ſhall happen by depoſiting or placing the truſt monies to ariſe by ſuch ſale or ſales, to be made as aforeſaid, or any part thereof, in any bank or bankers' hands, or elſewhere for ſafe cuſtody or otherwiſe howſoever, in the execution of the aforeſaid truſts, ſave ſuch only as ſhall happen by or by reaſon or means of his or their reſpective wilful act, neglect or default; and the ſaid *D. G.* and *R. S.* do, and each of them doth by theſe preſents, grant unto the ſaid *A. B.* and *C. D.* and their heirs, all deeds, evidences, muniments and writings, touching and concerning all and ſingular the ſaid manors or lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes herein before mentioned and deſcribed, or any of them, or any part thereof, and which do not alſo relate to other hereditaments of greater value, which they the ſaid *D. G.* and *R. S.* or either of them have or hath in their or either of their hands, cuſtody or power, or which they or either of them can have or come by without ſuit at law or in equity, and true and atteſted copies of all ſuch other deeds, evidences, muniments and writings touching or concerning the ſaid manors, lordſhips, towns, meſſuages, lands, tenements, hereditaments and premiſſes, or any of them, or any part or parcel thereof, and which relate alſo to other hereditaments of greater value, ſuch copies as ſhall be required before or at the time of the execution of theſe preſents, to be made and written at the coſts and charges of the ſaid *D. D.* and *R. S.* and all future copies to be made and written at the coſts and charges of the ſaid *A. B.* and *C. D.* their heirs or aſſigns; *And whereas* in and by the ſaid indenture of releaſe of the ——— day of ——— herein before mentioned and referred to, a ſtatute-ſtaple bond acknowledged by *B. D.* on the ——— day of ——— before the mayor and conſtable of ——— to *F. R. R.* eſq; in the penalty of ——— *l.* for ſecuring ——— *l.* and intereſt, and alſo a judgment obtained by *O. M.* in ——— term, ——— againſt the ſaid *B. D* for ——— *l.* beſides coſts, for ſecuring ——— *l.* and intereſt, afterwards veſted in *A. L.* eſq; and alſo a judgment obtained by the ſaid *A. L.* eſq; againſt the ſaid *B. D.* in ——— term, ——— for ——— *l.* for better ſecuring to the ſaid *A. L.* the ſaid ſum of ——— *l.* and intereſt; and alſo a judgment obtained by *A. G.* againſt the ſaid *D B.* in ——— term, ——— for ——— *l.* for ſecuring ——— *l.* and intereſt, and alſo a judgment obtained by ——— againſt the ſaid *B. D.* in ——— term, ——— for ſecuring ——— *l.* and intereſt; and alſo two ſeveral judgments obtained by *D W.* againſt the ſaid *B. D.* in ——— term, ——— for ——— *l.* each, and alſo two ſeveral judgments obtained by the ſaid *D. W.* in ——— term, ——— againſt the ſaid *B. D.* one for ——— *l.* and the others for ——— *l.*

Grant of title deeds.

Aſſignment of a ſtatute-ſtaple, &c. to protect inheritance.

and

and alſo a judgment obtained by *J. R.* in ——— term, ——— againſt the ſaid *D. B.* for ——— *l.* were aſſigned to *J. L.* and *S. T.* their executors, adminiſtrators and aſſigns, in truſt for the ſaid *B. R.* and *M. P.* and their heirs, in order to protect the ſaid premiſſes from all meſne charges or incumbrances, if any ſuch there were; *And whereas* in and by the ſaid indenture of releaſe bearing date the ——— day of ——— herein before partly recited, they the ſaid *D. G.* and *R. S.* did thereby direct, that they the ſaid *T. C.* and *S. G.* their executors and adminiſtrators, ſhould ſtand and be poſſeſſed of the ſaid ſtatute-ſtaple, and the ſeveral judgments herein before mentioned in truſt, as to the ſeveral hereditaments and premiſſes herein before granted and releaſed, limited and appointed, for the ſaid *C. W.* and *W. F.* their executors, adminiſtrators and aſſigns, for better ſecuring to them the payment of the ſaid recited ſum of ——— *l.* and ſubject thereto in truſt, to attend the inheritance of the ſaid premiſſes; *Now this Indenture witneſſeth*, that for the conſiderations aforeſaid, and for and in conſideration of the further ſum of 5 *s.* of like lawful money of *Great Britain*, to the ſaid *T. L.* and *S. C.* in hand paid by the ſaid *A. B.* and *C. D.* at and before the ſealing and delivery of theſe preſents, the receipt whereof is hereby acknowledged, at the deſire and by the direction as well of the ſaid *D. G.* and *R. S.* as of the ſaid *C. W.* and *W. F.* teſtified by their reſpectively ſigning and ſealing this indenture, they the ſaid *F. L.* and *I. W.* have granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe preſents do, and each of them doth grant, bargain, ſell, aſſign, transfer and ſet over, unto the ſaid *A. B.* and *C. D.* their executors and adminiſtrators, the ſaid ſtatute-ſtaple and the ſeveral judgments herein before mentioned, and all the benefit thereof, and all ſum and ſums of money ſecured thereby or recoverable thereupon, and all powers and remedies which they the ſaid *T. L.* and *S. G.* or either of them, have or hath, or ever had, for recovery of the ſame monies, or for ſuing out executions upon, or otherwiſe proſecuting the ſaid judgments; to have, hold and enjoy the ſaid ſtatute and the ſeveral judgments herein before mentioned to be hereby aſſigned, and all the benefits thereof, unto the ſaid *A. B.* and *C. D.* their executors, adminiſtrators and aſſigns, abſolutely for ever in truſt for the ſaid *G. W.* their executors, adminiſtrators and aſſigns, abſolutely for ever in truſt for the ſaid *G. W.* his heirs and aſſigns, to be by him or them at all times hereafter made uſe of for protecting and preſerving the ſaid hereditaments and premiſſes by theſe preſents herein before limited and conveyed, of and from all manner of meſne charges and incumbrances if any ſuch there be, and the ſaid *T. L.* and *S. G.* do, and each of them doth ſeverally and reſpectively, and not jointly or the one for the other of them, but each of them for himſelf and his own heirs, executors and adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. B.* and *C. D.* their executors, adminiſtrators and aſſigns, that they the ſaid *T. L.* and *S. G.* have not at any time heretofore, done or committed any act, matter or thing whatſoever, by means whereof the ſaid ſtatute-ſtaple and judgments hereby aſſigned or expreſſed and intended ſo to be, or any of them is, are, ſhall or may be aſſigned, diſcharged, vacated or incumbered in any manner whatſoever; *And this Indenture further witneſſeth*, that for the more effectually ſecuring the payment of the ſaid ſum of ——— *l.* and the intereſt thereof, at the rate

Covenant that truſtees have not aſſigned, &c.

Covenant to poſtpone former charges to preſent mortgage.

rate aforesaid, to the said *G. W.* his executors, administrators and assigns, at the times and places and manner aforesaid, the said *D. G.* doth hereby covenant, promise and agree, to and with the said *G. W.* his executors, administrators and assigns, that whilst the said sum of ——— *l.* and the interest thereof, or any part thereof, respectively, shall be due and owing on the present mortgage or security, he the said *D. G.* shall and will consent and agree, and he doth hereby consent and agree, that the said sum of ——— *l.* and the interest thereof, at the rate aforesaid, shall take place of, and be paid before the said sum of ——— *l.* admitted to be owing and due to the said *D. G.* in the said herein before in part recited report, made on the ——— day of ——— and that the payment of the said sum of ——— *l.* shall be postponed until the said sum of ——— *l.* and the interest thereof, at the rate aforesaid, shall be paid and discharged, so as to give the said sum of ——— *l.* and the interest thereof, priority, as to the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses, to the said sum of ——— *l.* and also that the said *D. G.* his executors, administrators or assigns, shall not claim the said sum of ——— *l.* out of the said manors or lordships, towns, messuages, lands, tenements, hereditaments and premisses herein before granted and released, until the said sum of ——— *l.* and the interest thereof, at the rate aforesaid, be fully paid unto the said *G. W.* his executors, administrators or assigns; and it is hereby further declared and agreed, by and between the said parties to these presents, that until default shall happen to be made in payment of the said sum of ——— *l.* or some part thereof, contrary to the proviso and covenant herein before in that behalf contained, it shall and may be lawful to and for the said *D. G.* and his assigns, and for the other person and persons, who under or by virtue of the said in part recited indentures of lease and release and recovery, would have been intitled to the said hereditaments and premisses mentioned and intended to be hereby granted and released, in case these presents had not been made; to have, hold, occupy, possess and enjoy the said hereditaments and premisses, and to receive and take the rents, issues and profits thereof, and of every part thereof, to and for his and their own use and benefit, without the lawful let, suit, trouble, denial, molestation or interruption whatsoever, of, from or by the said *G. W.* his executors, administrators or assigns, or any of them, the said term of ——— years herein before assigned and limited in use, unto the said *G. W.* his executors, administrators and assigns, or any other thing herein before contained to the contrary thereof in any wise notwithstanding, *And* he the said *G. W.* doth hereby for himself, his heirs, executors and administrators, covenant and declare to and with the said *D. G.* his heirs, executors and administrators, that if he the said *D. G.* his heirs, executors or administrators, do and shall yearly and every year, from time to time, and for so long time as the said principal sum ——— *l.* or any part thereof shall remain due and owing to the said *G. W.* his executors, administrators and assigns upon this present mortgage and security, well and truly pay or cause to be paid unto the said *G. W.* his executors, administrators or assigns, by equal half yearly payments, upon every ——— day of ——— in every year, or within two calendar months next after every of the same respective half yearly

Covenant that mortgage may possess till default of payment.

Covenant to receive lower interest if duly paid.

yearly days of payment, the yearly ſum of ——— *l.* of lawful money of *Great Britain*, (being after the rate of ——— *l.* for every 100*l.* yearly) and ſo proportionably and after that rate for ſo much of the ſaid ſum of ——— *l.* as ſhall then remain due and owing, then and in ſuch caſe, and not otherwiſe, he the ſaid *G. W.* his executors, adminiſtrators and aſſigns, ſhall and will, from time to time, receive and accept of the ſame in lieu and full ſatisfaction of and for the intereſt of the ſaid principal ſum of ——— *l.* after the rate of ——— *l.* for every 100*l.* yearly, herein before provided and covenanted to be paid for the principal ſum, and ſhall and will, from time to time, give receipts and diſcharges for the ſame accordingly, as if the whole intereſt of the ſaid ——— *l.* after the rate of ——— *l.* for the hundred, yearly, were actually paid, any covenant, proviſo or agreement herein before contained to the contrary thereof notwithſtanding; *And whereas* the ſaid *D. G.* hath executed a bond or obligation bearing even date with theſe preſents, and entered into by him the ſaid *D. G.* to the ſaid *G. W.* in the penal ſum of ——— *l.* conditioned for the payment of the ſum of ——— *l.* at the places, times and manner therein expreſſed, to the ſaid *G. W.* his executors, adminiſtrators or aſſigns, and alſo duly executed a warrant of attorney for confeſſing a judgment thereon, is intended to be entered up in his majeſty's court of king's bench at *Weſtminſter*, as of *Trinity* term laſt, or of ſome other ſubſequent *Trinity* term, *This Indenture further witneſſeth*, and it is hereby declared and agreed by and between the ſaid parties to theſe preſents, that the ſaid ſum of ——— *l.* ſecured by the ſaid bond is the ſame ſum of ——— *l.* as is meant and intended to be ſecured by theſe preſents as aforeſaid, and that the ſaid judgment upon the aforeſaid bond to the ſaid *G. W.* is intended to be entered up, and the ſaid *G. W.* his executors, adminiſtrators and aſſigns, is and are to ſtand and be poſſeſſed thereof, and of all benefit and advantage ariſing and to be had or taken thereby as a collateral ſecurity only, and for the better and more effectual payment of the ſaid ſum of ——— *l.* to the ſaid *G. W.* his executors, adminiſtrators and aſſigns, at the ſeveral days and times, and in the manner herein before appointed for the payment thereof, and that no execution or executions ſhall be iſſued or taken out upon the ſaid judgment, until ſome one half yearly payment of the ſaid ſum or any part thereof ſhall be in arrear for the ſpace of two calendar months next after ſome or one of the ſaid days herein before limited and appointed for payment thereof, provided always and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of theſe preſents of the ſaid parties hereto, is, and the ſaid *G. W.* for himſelf, his heirs, executors and adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *G. W.* his executors, adminiſtrators and aſſigns, that when and ſo often as the ſaid half yearly payments or any part thereof, ſhall be behind and unpaid by the ſpace of two calendar months next over or after any or either of the ſaid days and times herein before mentioned or appointed for payment thereof, that then and ſo often, and in every ſuch caſe it ſhall and may be lawful to and for the ſaid *G. W.* his executors, adminiſtrators and aſſigns, to ſue out ſuch execution or executions upon or by virtue of the ſaid judgment herein before mentioned as he or they ſhall think fit or be

Bond and judgment for ſecuring ſame ſum.

adviſed for the recovery of the arrears of the ſaid half yearly payments, and all coſts and charges which the ſaid *G. W.* his executors, adminiſtrators and aſſigns, or any of them ſhall bear, pay, ſuſtain or be put unto by or by reaſon or means of the nonpayment of the ſame half yearly payments or any part thereof, and that it ſhall not be neceſſary for the ſaid *G. W.* his executors, adminiſtrators or aſſigns, to revive or cauſe the ſaid judgment to be revived, or to do any act, matter or thing to keep the ſame on foot, notwithſtanding the ſaid judgment ſhall have been entered on record, for the ſpace of one year or upwards, and notwithſtanding any rule or practice of the court in which the ſaid judgment ſhall be entered on record to the contrary, and that the ſaid *D. G.* ſhall not or will have, take or receive any advantage for want of reviving or keeping the ſaid judgment on foot.

J. J. P.

Order.

An Order from Executors to a Mortgagee to pay (after deducting his Principal and Intereſt) the Surplus that the Premiſſes amount to, to the Aſſignees of the Commiſſion of Bankruptcy awarded againſt the Deceaſed.

KNOW, &c. that we *A.* and *B.* executors of the laſt will of the within named *P. Do* by theſe preſents *order* and direct the within named *C.* to, and conſent that he do pay unto *D.* and aſſignees, by virtue of a commiſſion grounded upon the ſeveral ſtatutes made concerning bankrupts, awarded againſt *Q.* the partner of the within named *P.* the ſum of ——— *l.* of lawful, &c. being the full purchaſe money for the tallies within aſſigned, after allowing to the ſaid *C.* his full principal money and intereſt: *And we* the ſaid *A.* and *B.* executors and adminiſtrators, jointly and ſeverally covenant, promiſe and agree, to and with the ſaid *C.* that we the ſaid *A.* and *B.* our executors and adminiſtrators, nor any of us, nor any by or through our means or privity, ſhall or will at any time hereafter ſue or proſecute the ſaid *C.* his executors, adminiſtrators or aſſigns, for or concerning the tallies within aſſigned, or any thing relating thereunto, nor ſhall or will claim any other benefit or advantage by or upon the covenant within contained from the ſaid *C.* for his reaſſigning the ſaid tallies or orders, or any equity or benefit of redemption to be thereupon had or taken; but of and from the ſaid covenant, and the proviſo or condition within contained, and all ſuits, claims and demands, in law and equity, concerning the ſame, we the ſaid *A.* and *B.* executors as aforeſaid, do hereby acquit, releaſe and diſcharge the ſaid *C.* his executors, adminiſtrators and aſſigns for ever, by theſe preſents. *In Witneſs*, &c.

Parcels, or the Things conveyed with Exceptions.

Arable Land in a common Field.

ALL that one piece of arable land, being ſix ridges and about an acre, lying in a field called the *Weſt-Field*, within the ſaid parish of *D.* in a place of the ſaid field called the *Moors*, between the arable lands of *L. M.* and *N. O.* North and South.

See the *General Words* at the end of this title, and at the words *manor*, *plantation*.

Brewhouſe.

ALL that his brew-houſe, with all and ſingular the appurtenances called *N.* ſituate, *&c.* in *D.* in the pariſh of *F.* in the county of *G.* together with all manner of veſſels and utenſils to the ſaid brew-houſe belonging, or in any wiſe appertaining, *viz.* Two horſe-mills, price, *&c. (and ſo ſet down the reſt)*: *Or thus:* And all the reſt of the goods in the ſchedule annexed mentioned; *Or*, together with all manner of veſſels and utenſils for brewing, and otherwiſe, contained in a certain ſchedule hereunto annexed.

A Cloſe.

ALL that one cloſe of mead-ground, *(or* paſture-ground, *or* arable-ground) ſituate, lying, and being in *D.* in the county of *W.* commonly called or known by the name of *G. Meadow*, being by eſtimation five acres, or thereabouts, now in the occupation of the ſaid *A. B.* or of his aſſigns.

Common

Common.

ALL ſuch like common of paſture and feeding for cattle in ſuch commons, waſtes, and commonable places, as the ſaid *A. B.* or any other tenant or occupier of the ſaid premiſſes hath, or at any time heretofore have uſed to have or take by any uſage or cuſtom, for or by reaſon of the ſaid meſſuage, or tenement and premiſſes, or any part thereof, and alſo common of paſture for eight beaſts in the common called ——— and paſturage and feeding for one cow yearly, and for one beaſt called a yearling, every ſecond or other year, in a place called the *Moor* in *W.* aforeſaid; and all ſuch and the like, and as large common of paſture, going, feeding and depaſturing of and for ſuch horſes, &c. and ſheep, and other commonable cattle levant and couchant, and to be levant and couchant in and upon the ſame premiſſes, or any part thereof, in and upon and over all the waſte grounds, and other the commonable grounds and places in *D.* aforeſaid, or elſewhere within the manor of *H.* as the ſaid *E. P.* the immediate tenant in poſſeſſion, doth now uſually take, for or by reaſon of the premiſſes.

Cottage.

ALL that cottage or tenement in *D.* aforeſaid, wherein one *K. N.* doth now dwell, and the garden and orchard thereunto adjoining and belonging, the which the ſaid *A. B.* did purchaſe of one *O. P.*

Cuſtom-Wood.

AND twelve loads of cuſtom-wood yearly to be taken in the cuſtom-woods of the manor of *B.* by the tenants of the ſaid meſſuage.

Dye Houſe.

ALL that meſſuage of the ſaid *A. B.* commonly uſed for a dye-houſe, with all the coppers, fats and other utenſils now being in the houſe, and uſed and occupied to and with the ſame; and alſo all other the dwelling-houſes and other rooms, with the appurtenances, as the ſame late were in the uſe or occupation of *S. T.*

Farm.

Farm.

ALL that his farm called *L. Farm*, ſituate, *&c.* within the pariſh of *D.* containing about —— acres of land, meadow and paſture, now in the tenure or occupation, *&c.*

Fiſh-Ponds.

ALL thoſe his three pools, ponds and dams in *H.* in the county of *G.* whereof one is called ———— the other is called ——— and the third is called ———— and are parcel of ———— all which ſaid pools and dams, *&c.* the ſaid *A. B.* hath and holdeth of the demiſe and leaſe of, *&c.*

Free-Rent.

ALL that free rent of 12 *d.* iſſuing out of certain lands and tenements in *D.* in the county of *G.* now in the tenure of *H. J.* and being the inheritance of the ſaid *H. J.*

Granges.

ALL that his grange called *D. Grange*, with the rights, members and appurtenances thereunto belonging, ſituate, lying and being in the pariſh of *D.* in the county of *K.* now in the tenure or occupation of ——

Half-Plough or Half-Hide of Land.

ALL that his half plough or half-hide of land, ſituate, *&c.* now in the occupation, *&c.*

Honours,

Honours, &c.

ALL thoſe the honours, iſles, iſlands, baronies, villages, towns, caſtles, ſeigniories, manors, granges, fold-courſes, farms, knights-fees, ox-gangs, foreſts, parks, warrens, meſſuages, lands, meadows, paſtures, woods, moors, marſhes, furzes, heaths, commons, common of furze, fiſhings, advowſons, hundreds, ways, ferries, franchiſes, rents, advowſons in groſs, vicarages, rivers, mines, and all other the lands, tenements and hereditaments of the ſaid *A. B.* ſituate, lying and being within the county of *G.*

Inn.

ALL that meſſuage of the ſaid *A. B.* ſituate, *&c.* called or known by the name of the *George Inn*, together with all and ſingular the yards, gardens, ſtables, orchards, eaſements, and appurtenances thereunto belonging, or therewith now uſed and occupied, as the ſame were late in the occupation of *S. T.*

A Manor, with the General Words,

ALL that the manor of ——— with the rights, members and appurtenances thereof in the county of ——— (except as is herein after excepted) and all and ſingular meſſuages, lands, tenements, meadows, cloſes, waſtes, waſte-grounds, rents, ſervices, royalties, privileges, franchiſes, liberties, courts, perquiſites and profits of courts, and hereditaments whatſoever, to the ſame manor belonging, or in any wiſe appertaining, (except as is herein after excepted;) and all that meſſuage, *&c.* together with all and ſingular houſes, out-houſes, edifices, buildings, barns, ſtables, dove-houſes, yards, orchards, gardens, backſides, curtilages home-ſtalls, home-cloſes, lands, leys, hades, bulks, meadows, paſtures, feedings, cloſes, incloſed grounds, commons and common of paſture, common of furze, turfs, common of turbary and eſtovers, ſheep-walks, trees, woods, underwoods, waſtes, waſte ground, wears, waters, fiſhings, fiſheries, courts-leet, views of frankpledge, courts baron, warrens, goods and chattels of felons, eſtrays, liberties, rights, royalties, privileges, juriſdictions, profits, commodities, advantages, emoluments and hereditaments whatſoever to the ſaid manor, meſſuage, mill, cloſes, meadows, lands, hereditaments and premiſſes, belonging or in any wiſe appertaining, or therewith now or late uſed, occupied

occupied or enjoyed, or accepted, reputed, taken or known as part, parcel or member thereof, or thereunto belonging (except, and out of
General words. theſe premiſſes always reſerved, all that, *&c.*) *And* the reverſion and reverſions, remainder and remainders, and all and ſingular the yearly and other rents, iſſues and profits of all and ſingular the ſaid premiſſes, and of every or any part or parcel thereof, (except, *&c. And alſo* all the eſtate, right, title, intereſt, inheritance, uſe, truſt, poſſeſſion, reverſion, property, claim, and demand whatſoever in law and equity of them the ſaid *A. B.* and *C.* and either or any of them, or of any other perſon or perſons, in truſt for them, or any of them, or for their or any of their uſe and uſes, of, in, to and out of the ſaid manor, *&c.* and all and ſingular other the premiſſes herein before mentioned or intended to be hereby granted, releaſed and confirmed, with their and every of their appurtenances, and every part and parcel thereof, by any ways or means, right or title whatſoever and howſoever; together with all and ſingular deeds, evidences, muniments, counterparts of leaſes, and other writings whatſoever touching or concerning the ſaid premiſſes only, or any part thereof, which now are in the hands, cuſtody or poſſeſſion of the ſaid *A. B.* and *C.* or any of them, or of any other perſon or perſons in truſt for them or any of them, or for their or any of their uſe or uſes, or which they or any of them, can come by, without ſuit at law or in equity, and likewiſe true copies to be made at the charges of the ſaid *D.* and *E.* their heirs and aſſigns, of all ſuch other deeds and writings which concern the ſaid premiſſes, or any part thereof, jointly with any other meſſuages, lands and tenements.

Manor.

ALL that the manor of *H.* with the appurtenances in ——— now or late in the tenure or occupation of the ſaid *A. B.* and all and ſingular the meſſuages, granges, mills, tofts, cottages, curtilages, dove-houſes, barns, buildings, gardens, orchards, lands, meadows, paſtures, feedings, parks, commons, woods, underwoods, rents, reverſions, and all and all manner of tythes, of what kind or nature ſoever they be; and alſo all fee-farms, waters, fiſhings, furze, heaths, marſhes, ways, waſtes or void grounds, eſcheats, reliefs, heriots, courts, profits of courts-leet, and views of frankpledge, and all that to the ſame courts and views of frankpledge doth appertain, goods and chattels waived and ſtrayed, goods and chattels of felons, fugitives and outlawed perſons, fines, amerciaments, liberties, privileges and all other profits, commodities and advantages in *H.* aforeſaid, and elſewhere within the ſaid county of ——— to the ſaid manor belonging, or in any wiſe appertaining, or accepted, reputed or taken as part, parcel, or member of the ſame manor, in as large and ample manner, as the ſaid *A. B.* hath the ſame.

Meadow

Meadow Ground in a common Mead.

ALL that piece of meadow-ground of about one acre, lying in a common mead called the *Great Mead* in *D.* in the county of *G.* between the pieces of meadow-ground of *L. M.* and *N. O.* East and Weſt.

Meſſuage, Garden or Orchard and Lands, &c.

ALL that meſſuage or tenement with the appurtenances, in *W.* in the county of *W.* wherein one *L. S.* doth now dwell, and all the gardens, orchards, lands, meadows, paſtures, woods, underwoods, tenements and hereditaments to the ſaid (laſt mentioned) meſſuage or tenement belonging or in any wiſe appertaining, or therewith uſually occupied and enjoyed; all which are now in the occupation of ——— as undertenant of the ſaid *A. B.* and are of the value of ——— *l.* a year, or thereabouts.

The like.

ALL that capital meſſuage or manor-houſe in *W.* in the county of *G.* wherein the ſaid *C. D.* now dwells, and all the houſes, buildings, courts, outlets, gardens and orchards thereunto belonging or appertaining; and all the lands, meadows, paſtures, woods and grounds belonging or appertaining unto the ſame, which are hereafter particularly mentioned; (that is to ſay) one cloſe of meadow, *&c.*

The like.

ALL that meſſuage or tenement, with the appurtenances, ſituate, lying and being within the pariſh of *D.* in the county of *G.* and called by the name of *C.* wherein one *S. T.* now dwelleth, and one croft called *S.* and 30 acres of land thereunto belonging or appertaining, lying and being within the ſaid pariſh of *D.*

The like.

ALL that meſſuage or tenement, with the appurtenances, ſituate, lying and being in *C.* in the pariſh of *S.* in the ſaid county of *G.* now in the occupation of *E. P.* or wherein, the ſaid *E. P.* now dwells, and late in the occupation of one *W. P.* and all houſes, edifices, &c. containing in the the whole by eſtimation half a yard-land, or thereabouts, and namely, and more particularly one garden, &c.

The like.

ALL that capital meſſuage, farm or manſion-houſe, commonly called *Howard Houſe*, otherwiſe called the late diſſolved *Charter Houſe*, ſituate and being within the county of *M.* with all and ſingular the rights, members and appurtenances thereunto belonging and appertaining, and all that garden, and orchard thereunto likewiſe belonging or appertaining, lying on the Weſt ſide of the ſaid meſſuage, and all that parcel of land and ground adjoining the ſaid orchard, and commonly called the church-yard.

Mills, &c.

ALL thoſe two water-griſt or corn-mills, and one fulling-mill, with the appurtenances, ſituate, lying and being in *D.* in the county of *G.* now in the occupation of *S. T.* or of his aſſigns, and 40 acres of land, meadow and paſture to the ſame adjoining, and uſually occupied therewith, and all the waters, water-courſes, ponds, flood-gates, wears, fiſhings, commodities and advantages thereunto belonging and appertaining.

Mines and Quarries.

AND all the mines and quarries of iron, braſs, tin, coal, lead and ſtone, in and upon the ſaid premiſſes.

Moiety of Meſſuages, Lands, &c.

AND one moiety or half-part of all his meſſuages, and of all the lands, tenements and hereditaments, of his, ſituate, &c.

Moiety

Moiety of a fourth Part of Premiſſes.

ONE full moiety or half-part of the ſaid fourth part of all and ſingular the premiſſes ſo purchaſed by the ſaid *A.* of and from the ſaid *K.* and *L.* for the ſaid ſum of ——— *l.* as aforeſaid; *And* all the eſtate, right, title, intereſt, term of years yet to come and unexpired, truſt, property, benefit, claim and demand whatſoever, both in law and equity, of him the ſaid *A.* of, in, to and out of the ſame moiety of the ſaid fourth part of the ſame premiſſes, or any part thereof.

Ox-gang of Land.

ALL that his ox-gang of land, ſituate, &c. in *D.* within the county of *G.* now in the tenure or occupation, &c.

A Park lately diſparked.

ALL that park or incloſed ground ſometime uſed as a park, and now or lately diſparked, commonly called or known by the name of *H.* park in the county of *R.* with the rights, members and appurtenances thereof, and all houſes and lodges therein or thereunto belonging.

Plantations in Barbadoes.

ALL that the upper plantation, land or ground of him the ſaid *A.* commonly called or known by the name of *K. Hall*, ſituate, lying and being in the pariſh of *L.* in the ſaid iſland of *B.* and containing by eſtimation 396 acres, or thereabouts, be the ſame more or leſs; *And alſo* all meſſuages, tenements, edifices, erections, buildings, houſes, ſtore-houſes, ſugar-houſes, boiling-houſes, curing-houſes, ſtill-houſes, mills and kilns, erected, built, ſtanding or being, or to be erected, built, ſtanding or being in or upon the ſaid plantation, land, ground, hereditaments and premiſſes, every or any part thereof, with their and every of their rights, privileges, members and appurtenances; *And alſo* all negroes and ſlaves, men, women and children, and the increaſe and progeny of the ſame negroes and ſlaves, *And alſo* all horſes, cows, oxen, ſheep and other cattle whatſoever; *And* all coppers, ſtews, ladles, ſkimmers, potting-baſons, ſugar-pots, ſtills, ſtill-heads, worms, worm-tubs, coolers, ciſterns, plantation-tools, and all other implements, goods and chattels whatſoever to the ſaid meſſuages, buildings, plantation, land, ground, hereditaments and premiſſes, hereby or mentioned and intended

ed to be hereby granted and releaſed, every or any of them, or any part thereof, belonging or in any wiſe appertaining, or with them or any of them uſed, occupied, poſſeſſed and enjoyed; *And alſo* all other the meſſuages, buildings, lands, ground and hereditaments whatſoever of him the ſaid *A.* ſituate, lying and being in the ſaid pariſh of *L.* in the ſaid iſland of *B.* with their and every of their appurtenances, (Except and always reſerved out of theſe preſents, and the grant and conveyance hereby made, or intended to be made, *All* that ſmall ſlip or parcel of ground of him the ſaid *A.* lying and being in the ſaid pariſh of *L.* but being part of and uſed and enjoyed with the lower plantation, lying in the pariſh of *M.* in the ſaid iſland of *B.* and all erections, buildings, hereditaments, plantations, tools, implements and appurtenances whatſoever upon the ſaid excepted ſmall ſlip or parcel of ground, or any part thereof, now being thereunto belonging or appertaining, or therewith uſed and enjoyed); *All* which ſaid meſſuages, buildings, plantation, lands, grounds, negroes, ſlaves, cattle, utenſils, hereditaments, and other the premiſſes hereby mentioned or intended to be hereby granted and releaſed (except before excepted) are now in the actual poſſeſſion of the ſaid *F.* by virtue of a bargain and ſale to him thereof made by the ſaid *A.* for the term of one whole year, in conſideration of 5*s.* to him paid by the ſaid *F.* in and by one indenture, bearing date the day next before the day of the date hereof, and by force of the ſtatute for transferring uſes into poſſeſſion, made and provided; *And* the reverſion and reverſions, remainder and remainders, rents, iſſues, profits and produce thereof, and of every part and parcel thereof: *And alſo* all the eſtate, right, title, intereſt, truſt, property, claim and demand whatſoever, both at law and in equity of him the ſaid *A.* of, in, to or out of the ſaid meſſuages, buildings, plantation, lands, grounds, negroes, ſlaves, cattle, utenſils, hereditaments, and other the premiſſes hereby mentioned or intended to be hereby granted and releaſed, or any of them, or any part or parcel thereof (except before excepted); *And alſo* all deeds, evidences, writings and records whatſoever, touching or in any wiſe concerning the ſame premiſſes, or any part thereof, which he the ſaid *A.* now hath in his cuſtody, or can come by without ſuit in law.

Plow-Land or Hide-Land.

ALL that his plow-land or hide-land, ſituate, &c. in *D.* now in the occupation of *L. M.*

Prebend, Rectory and Parſonage.

ALL that the prebend, rectory and parſonage of *G.* aforeſaid, in the county of *H.* with all the portions of *Q.* and *R.* in the ſaid county of *K.* and all meſſuages, cottages or tenements, glebe-lands, lands, meadows, paſtures, feedings, tithes, obligations, obventions, profits, waters, fiſhings, temporal courts, perquiſites and profits of courts, liberties,

berties, franchiſes, ſervices and hereditaments whatſoever, to the ſaid prebend, rectory or parſonage, or either or any of them, in any wiſe appertaining, or therewith then or theretofore held, uſed, occupied or demiſed, as part, parcel or member thereof, (*Except* and always reſerved unto the ſaid *F.* and his ſucceſſors, prebendaries of the ſaid prebend of *G.* the ſpiritual courts and juriſdictions eccleſiaſtical, and the advowſon, donation and free diſpoſing of the vicarage of the pariſh church of *G.* aforeſaid, when and ſo often as the ſame ſhould become void). Exception.

Rectory, Tithes and Advowſon.

ALL that the rectory, parſonage and other glebe-lands of *H.* aforeſaid, and all and every the tithes of corn, grain, hay, wool, lamb, milk, calf, and other the tithes both predial and perſonal whatſoever, yearly coming, growing, ariſing, renewing, accruing or increaſing, within the town, field, precinct or titheable places in the pariſh of *H.* aforeſaid; and alſo the advowſon, gift, free diſpoſition and right of patronage of the rectory and church of the manor of *H.* aforeſaid.

Third Part of a Cloſe.

AND the third part, or one part in three parts to be divided, of all that his own cloſe of meadow or paſture, lying, *&c.* and commonly called or known by the name of *P.* mead.

Warren.

ALL that warren called *B.* heath warren in *H.* aforeſaid, in the county of *G.* bounded as following, between the field of *L. M.* lying on the Weſt ſide thereof, and the cloſe of *K. T.* on the Eaſt ſide thereof, *&c.* and the liberty of feeding, keeping and killing of conies of and within the ſaid ground called *B.* heath.

Woods.

ALL thoſe ſeveral parcels of wood and coppice, and the ſeveral and reſpective ſoils there, and the wood-land hereafter mentioned and expreſſed, with their and every of their appurtenances, lying and being in *T.* in the ſaid county of *G.* or within ſome other place or places within the ſaid county of *G.* that is to ſay, one parcel of wood, commonly called by the name of ——— and containing by eſtimation five acres, *&c.*

Yard-

Yard-Land.

ALL that his yard-land, ſituate, &c. now in the occupation, &c.

General Words.

AND all houſes, edifices, buildings, barns, gardens, orchards, lands, curtilages, yards, meadows, paſtures, feedings, ground, common of paſture, incloſures, waſtes, waſte-grounds, woods, underwoods, trees, hedges, hedge-rows, tithes, oblations, obventions, ways, waters, water-courſes, folds, eaſements, profits and advantages whatſoever, held, uſed, occupied, demiſed, or enjoyed, to or with the ſaid meſſuage or tenement and premiſſes, or any part thereof, thereto belonging or appertaining, or therewith held or enjoyed, or to or with the ſame, every or any of them, belonging or appertaining, or accepted, reputed, taken, known, demiſed or letten, as part, parcel or member of them.

AND the reverſion and reverſions, remainder and remainders, of all and ſingular the premiſſes, with the appurtenances.

AND all rents, reverſions, yearly and other profits whatſoever, reſerved, due or payable, or which may happen, upon or by virtue of any demiſe or grant heretofore made of the premiſſes, or any part thereof.

AND all the eſtate, right, title, uſe, poſſeſſion, claim and demand whatſoever, of him the ſaid *A. B.* of, in and to the ſaid manors, meſſuages and premiſſes, or of, in, or unto every or any part thereof.

Deeds.

AND the ſaid *A. B.* doth further, for the conſideration aforeſaid, give, grant, bargain and ſell unto the ſaid *C. D.* his heirs and aſſigns for ever, *All* and every the deeds, evidences and writings whatſoever, in his poſſeſſion, or which he can come by without ſuit in law or equity, touching or in any wiſe concerning only the ſaid premiſſes, or any part thereof only, and alſo the true copies of all other deeds, evi-

dences

dences and writings, which with or amongſt other lands or tenements, do touch or concern the premiſſes, or any part thereof, the ſame to be written and copied at the only coſts and charges of the ſaid *C. D.* and his heirs and aſſigns; all which the ſaid *A. B.* doth for himſelf and his heirs hereby covenant to and with the ſaid *C. D.* to deliver or cauſe to be delivered to the ſaid *C. D.* his heirs or aſſigns, within convenient time after requeſt made, in as good condition as they now are.

Or thus briefly.

AND all deeds, evidences and writings touching or concerning the ſaid premiſſes only, or only any part thereof.

Recital.

ALL which premiſſes were heretofore in the poſſeſſion of one *L. M.* and by him conveyed to *O. B.* and his heirs, by whom the ſame were after conveyed to the ſaid *A. B.* and his heirs.

Partition.

Partition.

An Indenture of Partition of a Garden between Tenants in Common.

Leaſe to the partners

THIS *Indenture*, made, &c. *Between H. T.* of, &c. of the one part, and *H. H.* of, &c. of the other part, *Witneſſeth*, that whereas dame *D. S.* of, &c. widow, by indenture of leaſe, bearing date, &c. hath for the term of, &c. commencing from the feaſt-day of, &c. and for the yearly rent of, &c. thereby reſerved, to be due and payable at the four moſt uſual feaſt-days or terms in the year, that is to ſay, &c. or within ſix days next enſuing every of the ſaid feaſt-days, by even and equal portions, demiſed, granted and to farm letten into the ſaid *H. T.* and *H. H.* their executors, adminiſtrators and aſſigns, *All* that piece or parcel of ground or garden-plot, ſcituate, lying and being in, &c. as it was then agreed to be reſerved, containing in length from North to South, &c. and in breadth from Eaſt to Weſt, &c. which ſaid piece or parcel of ground lieth near, &c. and adjoineth alſo unto, &c. and alſo all building made or ſet up in, or upon the ſaid piece or parcel of ground or garden-plot, or any part thereof, and all profits, commodities and appurtenances whatſoever to the ſame premiſſes, or any part thereof, belonging or in any wiſe appertaining, together with free ingreſs, egreſs and regreſs, in and through the king's highway there only unto and from the ſaid piece or parcel of ground, as in the ſaid recited indenture of leaſe, wherein alſo divers other covenants, grants, articles and agreements are contained, relation being thereunto had, may more fully and at large appear; *And* for that the ſaid piece or parcel of ground or garden-plot, doth now, by force and virtue of the ſaid recited indenture of leaſe, remain as the proper goods and eſtate of the ſaid *H. T.* and *H. H.* in common, without any partition or diviſion, which is not the meaning of them, or either of them, but contrariwiſe, that they and each of them, their and each of their executors, adminiſtrators and aſſigns, ſhould and ſhall from henceforth be and remain ſole and proper owners of their ſeveral parts of the ſaid piece or parcel of ground or garden plot, and ſuch edifices and buildings as now are thereupon erected, built and ſet up, at the equal charges of the ſaid *H. T.* and *H. H.* *And* the ſaid *H. T.* and *H. H.* are contented and agreed that a perfect partition and diviſion ſhall be made of the ſaid piece or parcel of ground and premiſſes by the ſaid recited indenture of leaſe demiſed, and ſuch edifices and buildings as thereupon are erected, built and ſet up, in ſuch manner and form as hereunder is expreſſed, that is to ſay, *That* the ſaid piece or parcel of ground, and ſuch edifices and buildings as thereupon are erected, built and ſet up, ſhall be divided in the midſt by a ſtrait line directly drawn from the North to the South; and that the ſaid *H. T.* his, &c. ſhall have and enjoy all that Eaſterly half part of the

of ground or garden plot, and the buildings thereon.

Tenants in common want partition.

The ſame agreed to be made.

The partition.

H. T.'s ſhare,

the ſaid ground and buildings which are ſituate and being towards, &c. and that the ſaid *H H.* his, &c. ſhall have and enjoy all the Weſterly half part of the ſaid piece or parcel of ground and buildings, which are ſituate and being towards, &c. and free ingreſs, egreſs, regreſs, courſe, recourſe, paſſage and way unto and from the ſame, by and through the gate there ſtanding and being on the Eaſt part of the ſaid piece or parcel of ground at the North end thereof, and ſo directly overthwart the ground mentioned and appointed to be part of and belonging to the ſaid *H. T.* from time to time, and at all times hereafter, and until the end, expiration or other determination of ſo many years of the ſaid term of, &c. as are now to come and unexpired, in and by the ſaid recited indenture of leaſe mentioned to be granted as aforeſaid: *And* the ſaid *H. T.* &c. doth covenant, &c. to and with the ſaid *H.* his, &c. and to and with every of them, by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *H. H.* his, &c. ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Weſterly parcel of ground and buildings above by theſe preſents mentioned and allotted to be belonging unto the ſaid *H. H.* from the day of the date hereof, for and during and unto the full end and expiration of ſo many years of the ſaid term of, &c. as are to come and unexpired, in and by the ſaid recited indenture of leaſe granted as aforeſaid, without any manner of let, ſuit, trouble, denial, eviction, expulſion, forfeiture, recovery or interruption, of or by the ſaid *H. T.* his, &c. or of or by any other perſon or perſons lawfully claiming, or which at any time hereafter ſhall pretend, claim or lawfully demand any eſtate, right, title or intereſt of, in or to the ſame, by, from or under him, them or any of them, or by his or their or any of their aſſent, conſent, right, title, means, ſufferance or procurement: *And* the ſaid *H. H.* for, &c. doth covenant, &c. to and with the ſaid *H. T.* his, &c. by theſe preſents, in manner and form following, that is to ſay, that he the ſaid *H. T.* his, &c. ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the ſaid Eaſterly parcel of ground and buildings above by theſe preſents mentioned and allotted to be belonging unto the ſaid *H T.* from the day of the date hereof for and during and unto the full end and expiration of ſo many years of the ſaid term of, &c. as are to come and unexpired, in and by the ſaid recited indenture of leaſe granted as aforeſaid, without any manner of let, ſuit, trouble, denial, eviction, expulſion, forfeiture, recovery or interruption of or by the ſaid *H. H.* his, &c. or of or by any other perſon or perſons lawfully claiming, or which at any time hereafter ſhall pretend, claim or lawfully demand any eſtate, right, title or intereſt of, in or to the ſame, by, from or under him, them or any of them, or by his or their or any of their aſſent, conſent, right, title, means, ſufferance or procurement: *And further*, that he the ſaid *H. H.* &c. doth covenant, &c. to and with the ſaid *H. T.* his, &c. by theſe preſents, that he the ſaid *H. H.* his, &c. or ſome of them, at his or their, or ſome of their own proper coſts and charges, ſhall and will from time to time, and at all times during the ſaid term, well and ſufficiently repair, uphold and maintain all that part or portion to him allotted of the ſaid piece or parcel of ground above mentioned, and thereof ſhall acquit and diſcharge the ſaid *H. T.* his, &c. *And alſo* that he the ſaid *H. H.* his, &c. ſhall and

H. T.'s covenant.

Peaceable enjoyment.

H. H's covenant.

Peaceable enjoyment.

H. H.'s covenants.

Repairs.

Rent.

and will from time to time, and at all times hereafter, during the term of years above mentioned, ſatisfy and pay, or cauſe to be paid unto the ſaid *H. T.* his, *&c.* the yearly rent of, *&c.* at the four moſt uſual feaſts or days of payment in the year, that is to ſay, *&c.* by even and equal portions, for and in reſpect of his part of the rent reſerved in and by the ſaid indenture of leaſe: *And further*, that he the ſaid *H. H.* his, *&c.* or ſome of them, ſhall and will from time to time, and at all times hereafter, during the ſaid term, pay and diſcharge a rateable and proportionable half part of all ſuch charges and expences as ſhall be expended, diſburſed and laid out in and about the repair, making up and amending of the bridge leading out of *L. Lane* in the above mentioned premiſſes: *And* if it ſhall happen the ſaid yearly rent of, *&c.* or any part thereof, to be behind and unpaid, in part or in all, contrary to the form aboveſaid, being lawfully demanded, that then, and at all times thereafter, it ſhall and may be lawful to and for the ſaid *H. T.* his, *&c.* or every or any of them, into and upon all that part and portion of the ſaid parcel of ground above allotted, and appointed to be belonging to the ſaid *H. H.* and into every part thereof wholly to re-enter, and the ſame to have, hold and enjoy to his and their own proper uſe and behoof, and the ſaid *H. H.* his, *&c.* and other occupiers of all the premiſſes, from thence utterly to expel, put out and amove; this indenture, *&c.* notwithſtanding: *And* the ſaid *H. T.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *H. H.* his, *&c.* in manner and form following, *viz.* That he the ſaid *H. T.* his, *&c.* or ſome of them, at his and their or ſome of their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term, well and ſufficiently repair, uphold, maintain and keep all that part or portion to him allotted of the ſaid piece or parcel of ground above mentioned, and thereof ſhall acquit and diſcharge the ſaid *H. H.* his, *&c.* *And alſo* that he the ſaid *H. T.* his, *&c.* ſhall and will from time to time, and at all times hereafter during the ſaid term, bear, pay and diſcharge a rateable and proportionable half part of ſuch charges and expences as ſhall be diſburſed, laid out and expended in and about the repairing and amending of the bridge leading out of, *&c.* into the above mentioned premiſſes: *And further*, that he the ſaid *H. T.* his, *&c.* ſhall and will ſatisfy and pay, or cauſe to be paid unto the ſaid *H. H.* his, *&c.* the ſum of, *&c.* in lieu and full ſatisfaction of all ſuch ſum and ſums of money as the ſaid *H. H.* for his part had diſburſed, or ſhall lay out and diſburſe in and about making and finiſhing of the well, ſtanding on the Eaſt ſide of the above mentioned parcel of ground: *And* the ſaid *H T.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *H. H.* his, *&c.* by theſe preſents, that he the ſaid *H. T.* his, *&c.* ſhall and will, from time to time, and at all times hereafter, pay or cauſe to be paid unto the above named dame *D. S.* her, *&c.* rent-gatherers or aſſigns, the yearly rent of, *&c.* at the four moſt uſual feaſts or days of payment in every year, or within the time and ſpace of, *&c.* next enſuing every of the ſaid feaſt days, by even and equal portions; and if it ſhall happen the ſame yearly rent of, *&c.* to be behind and unpaid, in part or in all, contrary to the form aforeſaid, being lawfully demanded; and that the ſaid *H. H* his, *&c.* ſhall not be found in arrearages for non-payment of his aforeſaid rent of, *&c.* or any part thereof; that then, and at all times hereafter, it ſhall and may be lawful

Mending a bridge.

Rent.

H. T.'s covenants.

Repairs.

Money for a well.

Rent.

ful to and for the ſaid *H. H.* his, *&c.* and every or any of them, into and upon that part or portion of the ſaid parcel or ground above allotted, and appointed to be belonging unto the ſaid *H. T.* and into every part thereof wholly to re-enter, and the ſame to have, hold and enjoy, to his and their own proper uſe and behoof; and the ſame *H. T.* his, *&c.* and all other occupiers of the premiſſes, from thence utterly to expel, put out and amove; this indenture, *&c.* notwithſtanding: *And* it is covenanted, granted, concluded and mutually agreed upon by and between the ſaid parties, *H. T.* and *H. H.* for themſelves, their ſeveral executors and adminiſtrators, and either of them, ſeverally for himſelf, his executors and adminiſtrators reſpectively, doth covenant and grant to and with the other of them, his executors and adminiſtrators, by theſe preſents, in manner and form following, *viz.* That if they the ſaid *H. T.* and *H. H.* or either of them, or the, *&c.* of them, or either of them, ſhall at any time hereafter be minded to demiſe, let, or otherwiſe diſpoſe of or put away their whole eſtates of their ſeveral parts of the ſaid piece or parcel of ground to them above ſeverally allotted, or any part thereof, that then he or they, or either of them, his or their, *&c.* being ſo minded to put away his or their part of the ſaid piece or parcel of ground ſo allotted to them, or either of them, as aforeſaid, ſhall and will give notice in writing of ſuch will or determination to the other of them his, *&c.* may have the refuſal thereof before any other, giving or paying unto him or them, that ſhall be ſo minded as aforeſaid, ſo much lawful money of *Great Britain*, as any other will (*bona fide*) give or pay for the ſame. *In Witneſs*, &c.

Mutual covenants for pre-election in caſe of diſpoſition.

A Deed of Partition of Lands amongſt Nephews and Nieces, to prevent Diſputes as to their Uncle's Will.

THIS *Indenture Sextipartite*, made, &c. *Between M. C.* of —— ſpinſter (ſiſter of *J. C.* late of —— deceaſed) of the firſt part, *W. M.* of —— gent. of the ſecond part, *S. M.* of —— eſq; and *A.* his wife of the third part, *S. M.* of —— ſpinſter, of the fourth part, (which ſaid *W. M. A. M.* and *S. M.* are the ſon and daughters of *S. M.* deceaſed, another ſiſter of the ſaid *J. C.* deceaſed) *P. C.* of —— ſpinſter, daughter and only child of *T. C.* deceaſed (late brother of the ſaid *J. C.* deceaſed,) of the fifth part, and *C. S.* of —— eſq; and *W. P.* of —— gent. of the ſixth part. *Whereas*, &c. (*Recital of J. C.'s will, by which he deviſed freehold meſſuages*, &c. *to his ſiſter* M. C. *and her aſſigns for life, and after her death between his nephew* W. M. *and his three nieces* A. M. S. M. *and* P. C. *their heirs*, &c. *as tenants in common; and copyhold premiſſes to his niece* S. M. *her heirs*, &c. *and* 3000*l.* *to his ſiſter* M. C. *to be diſpoſed of as ſhe ſhould think fit; appointed his brother-in-law* C. S. *and* W. P. *truſtees to be aiding to*

Parties names.

Recital. Will.

Teſtator's death.

Seiſed of premiſſes not deviſed.

After making will, ſold other premiſſes.

By the will it appears that his ſiſter *M. C.* ſhould have an eſtate for life in all his meſſuages, &c. (except that given to *S. M.*) and that after *M. C.*'s death all the premiſſes ſhould be divided amongſt his nephews and nieces.

Partition agreed upon.

Eſtimate of the teſtator's eſtate and value thereof, and ſhares agreed upon.

his ſiſter M. C. *his executrix, whom he makes reſiduary legatee*): *And whereas* the ſaid teſtator *J. C.* departed this life in or about the month of ——— now laſt paſt, and at the time of his death, beſides what is particularly deviſed to his niece the ſaid *S. M.* and her heirs, as herein before recited, he the ſaid teſtator was ſeiſed of the manors, meſſuages, lands, farms, marſhes, tenements and hereditaments following, *to wit*, of, *&c.* all which premiſſes are herein after granted and releaſed, and more particularly mentioned and deſcribed: *And whereas* the ſaid teſtator *J. C.* after the making of his ſaid will, ſold and diſpoſed of and conveyed away, in exchange for other part of the ſaid premiſſes, the eſtates herein before mentioned and recited to have been by him the ſaid *J. C.* bought of the deviſees and heirs of the ſaid *D. R.* *And whereas* by the ſaid will it appears to be the ſaid teſtator's intention, that his ſiſter *M. C.* ſhould have an eſtate for life in all his meſſuages, *&c.* whatſoever, which he then had or ſhould any ways deſcend or come to him at any time before his departure out of this life (except what is ſo as aforeſaid particularly given and deviſed to his niece the ſaid *S. M.* and her heirs) and that after the deceaſe of the ſaid *M. C.* all the ſaid premiſſes ſhould go to and be divided among his ſaid nephew *W. M.* and his ſaid three nieces the ſaid *A. M. S. M.* and *P. C.* and their reſpective heirs; ſeveral parts and parcels of which ſaid meſſuages, lands, tenements and hereditaments, although by the ſaid teſtator purchaſed in the name of the ſaid teſtator's ſiſter *M. C.* were yet in truſt for the ſaid teſtator and his heirs, and are ſo admitted to be by the ſaid will; and the ſaid *M. C.* is likewiſe entitled by the ſaid will to 3000 *l.* as aforeſaid, which ſhe had power to diſpoſe of at her death, as ſhe ſhould think fit; *And whereas* to avoid all diſputes concerning the effect and validity of the ſaid will, or the need of any republication thereof, and in order to make a partition and diviſion of all and every the manors, *&c.* or which the ſaid teſtator died ſeiſed or poſſeſſed of, unto and among them them the ſaid *W. M. A. M. S. M.* and *P. C.* (the nephew and three nieces of the ſaid teſtator) and to ſettle the ſame upon them in ſeveralty in ſuch parts and proportions, and in ſuch manner and form as herein after is mentioned; and the ſaid parties to theſe preſents have among themſelves, by mutual agreement and conſent, elected and choſen the ſeveral parts and proportions of the ſaid eſtate and eſtates hereby limited and conveyed to or to the uſe of him, her, or them reſpectively, at and for his, her, or their full ſhare and purparty, in and unto and in full recompence and ſatisfaction of his, her, or their right, title, claim and demand, into and out of all and every the meſſuages, lands, tenements and hereditaments whatſoever, of which the ſaid teſtator *J. C.* died ſeiſed or poſſeſſed: *And* the ſaid *M. C.* for the general advantage of all parties, hath agreed to join in the conveyances and ſettlements intended to be made of the ſaid ſeveral meſſuages, *&c.* for the purpoſes aforeſaid; and to relinquiſh her eſtate for life or other intereſt in the ſame, receiving in lieu and compenſation thereof, from the ſaid *W. M. S. M.* and *A.* his wife, *S. M.* and *P. C.* reſpectively, certain annuities or annual payments to be made to her during her life; *And whereas* for facilitating the ſaid partition, and in order to make the ſame with the greater equality, an eſtimate has been made of the value of all the ſaid meſſuages, *&c.* whereof the ſaid *J. C.* was ſeiſed or intereſted in at his death, ſituate, *&c.*

&c. whereby it does appear that the manors, &c. late of the ſaid *J. C.* ſituate, &c. are valued at ——— which it is agreed by and between the ſaid parties to theſe preſents, ſhall be the ſhare and purparty of the ſaid *P. C.* who doth accept the ſame accordingly, and the ſeveral meſſuages, &c. late of the ſaid *J. C.* ſituate, &c. are valued at, &c. which are agreed by and between the ſaid parties to theſe preſents, to be the purparty and ſhare of him the ſaid *W. M.* in manner as after mentioned, and the ſaid *W. M.* doth accept the ſame accordingly, and the ſaid meſſuages, &c. ſituate, &c are valued at —— which it is agreed by and between the ſaid parties to theſe preſents, ſhall be the purparty and ſhare of the ſaid *S. M.* and *A.* his wife in caſe he will accept the ſame, ſubject to the payment of ——— to the ſaid *S. M.* in ſuch manner as herein after mentioned; and the ſaid *S. M.* and *A.* his wife, do accept the ſame accordingly; and the ſaid —— ſituate, &c. are valued at —— which with the ſaid ſeveral ſums of —— and ——— to be paid to her the ſaid *S.* by the ſaid *W. M.* and the ſaid *S. M.* and *A* his wife reſpectively, for owelty of partition, are agreed by and between the ſaid parties to theſe preſents, to be the purparty and ſhare of her the ſaid *S. M* and the ſaid *S. M.* doth accept the ſame accordingly: *Now this Indenture witneſſeth*, that for the ends, intents and purpoſes aforeſaid, and for the making a full, perfect and effectual partition and diviſion of the ſaid meſſuages, &c. whereof the ſaid *J. C.* died ſeiſed, and ſecuring to each of them the ſaid *W. M. S. M.* and *A.* his wife, *S. M.* and *P. C.* and their reſpective heirs, the ſeveral ſhares and purparties herein before agreed upon, and by them reſpectively accepted in manner as aforeſaid; and that every and each of them may hold and enjoy ſuch his, her and their ſhares and purparties in ſeveralty to him, her and them, and his, her and their reſpective heirs and aſſigns; and for and in conſideration of the ſeveral ſums of 10 *s.* a-piece, of lawful money to them the ſaid *M. C. W. M S.* and *A.* his wife, *S. M.* and *P. C.* in hand paid by the ſaid *C. S.* and *W. P.* at or before the executing of theſe preſents, the receipt whereof is by them reſpectively acknowledged; and alſo to the intent that the ſaid manor, &c. herein after mentioned and intended to be hereby granted and releaſed, ſhall and may be ſettled, aſſured and conveyed to and for the ſeveral and reſpective uſes, intents and purpoſes herein after mentioned, limited and expreſſed, of and concerning the ſame; and for divers other good cauſes, &c. they the ſaid *M. C. W. M. S. M.* and *A.* his wife, *S. M.* (party hereto) and *P. C. Have*, and each of them *Hath* granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe preſents *Do*, and each and every of them *Doth* grant, &c. unto the ſaid *C. S.* and *W. P.* (in their actual poſſeſſion, &c. made between the ſaid *M. C. W. M. S. M.* and *A.* his wife, *S. M.* (party herto) and *P. C.* of the one part, and the ſaid *C. S.* and *W. P.* of the other part, and executed, &c. and to their heirs and aſſigns, *All* that the manor, &c. and alſo all and ſingular other the manors, &c. (*general words*) late of him the ſaid *J. C.* deceaſed, or whereof or wherein he the the ſaid *J. C.* or any perſon or perſons in truſt for him, at the time of his death, was or were ſeiſed of any eſtate of inheritance in poſſeſſion, reverſion, remainder or expectancy, ſituate, &c. together with all and ſingular houſes, &c. and alſo all the eſtate and eſtates, right, &c. of them the ſaid *M. C. W. M. S. M.* and

Conſiderations.

Grant.

and *A.* his wife, *S. M.* and *P. C.* any or either of them, of, in, unto or out of the ſaid hereby granted and releaſed manor, &c. by virtue of the ſaid will of the ſaid *J. C.* or otherwiſe howſoever, and *Habendum.* alſo all the deeds, &c. *To have and to hold* the ſaid manor, &c. and all and ſingular other the hereditaments and premiſſes herein before mentioned and intended to be hereby granted and releaſed, with their and every of their appurtenances, unto them the ſaid *C. S.* and *W. P.* their heirs and aſſigns; *Neverthelefs* to and for the ſeveral *Uſes.* and reſpective uſes, eſtates, intents and purpoſes herein after particularly mentioned, limited and expreſſed of and concerning the ſame reſpectively; that is to ſay, as to, for and concerning *All* that the ſaid manor, &c. together with all and ſingular houſes, &c. *To* the only proper *uſe* and behoof of the ſaid *P. C.* her heirs and aſſigns for ever; and to and for no other uſe, truſt, intent or purpoſe whatſoever; *And* as to, for and concerning *all*, &c. together with, &c. *To* the only proper uſe and behoof of the ſaid *W. M.* his heirs, &c. *And* as to, for, touching and concerning *All*, &c. together with, &c. *To* the *uſe* and behoof of the ſaid *S. M.* and his heirs, by the direction and appointment of her the ſaid *A. M.* that her ſhare and purparty of the ſame premiſſes ſhould go unto and be veſted in him the ſaid *S. M.* and heirs, he having, previous to the execution of theſe preſents, made an additional proviſion or ſettlement for her in lieu of the eſtate ſo limited to him and his heirs; *And* as for, touching and concerning *all*, &c. together, &c. *To* the only proper uſe and behoof of the ſaid *S. M.* (party hereto) her heirs and aſſigns for ever; and to and for no, &c. *Sums paid to equal the partition, ſhares and purparties of the premiſſes.* *And this Indenture further witneſſeth*, that for the equality of the ſaid partition, he the ſaid *W. M.* hath paid unto the ſaid *S. M.* (party hereto) the ſum of 150 *l.* the ſaid *S. M.* hath alſo paid to the ſaid *S. M.* (party hereto) the ſum of 150 *l.* at or before the ſealing and delivery of theſe preſents, in full ſatisfaction and diſcharge of the ſaid ſeveral ſums of 150 *l.* and 350 *l.* to which their ſeveral ſhares and purparties of the ſaid premiſſes were ſubject for the owelty of the partition as aforeſaid; the receipt of the ſaid ſeveral ſums of 150 *l.* and 350 *l.* the ſaid *S. M.* doth hereby acknowledge, and thereof, and every part thereof, doth reſpectively acquit, exonerate and diſcharge the ſaid *W. M.* and *S. M.* and *A.* his wife reſpectively, and their reſpective heirs, executors, adminiſtrators and aſſigns; and the ſaid reſpective ſhares and purparties of the ſaid manors, &c. limited in uſe to them reſpectively as aforeſaid; *Covenants.* *And*, &c. (*Covenant for all the parties to levy a fine*, Vide Tit. *Covenants And how it ſhall enure*; *that* M C. W. M. S M *and* A. *his wife, have done no act to incumber* P. C.'s *ſhall quietly enjoy*; *and for further aſſurance*; *and the like covenants as the three laſt before as to the ſeveral parts of* W. S. M. *and* A. *his wife and* S. M) *And whereas* the before mentioned ſeveral allotments and ſhares or purparties of the ſaid ſeveral lands, &c. are intended to comprehend all the reſpective lands, &c. whereof the ſaid *J. C.* was ſeiſed, or whereunto he was intitled at the time of his death, ſituate, &c. whether the ſame ſhould hereafter appear to be freehold or copyhold, or cuſtomary eſtates which will not paſs by deed or otherwiſe than by ſurrender; it is hereby mutually agreed and declared by and between the ſaid parties to theſe preſents, and each of them the ſaid *M. C. W. M. S. M.* and *P. C.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective

reſpective heirs and aſſigns, *Do*, and each of them *Doth* mutually and reciprocally covenant, promiſe and agree, to and with each other, and to and with the heirs and aſſigns of each other, by theſe preſents, that, *&c. (Covenant to ſurrender the ſaid copyhold lands)*: *Provided always*, and it is hereby further agreed and declared by and between all the parties to theſe preſents, and each and every of them the ſaid *M. C. &c.* for themſelves ſeverally and reſpectively, and not jointly one for the other of them, and for their ſeveral and reſpective heirs and aſſigns, *Do*, and each of them *Doth* covenant, promiſe, grant and agree, to and with the heirs and aſſigns of each other ſeverally and reſpectively, by theſe preſents, that, *&c. Covenant*) any thing herein contained to the contrary thereof in any wiſe notwithſtanding: *And this Indenture further witneſſeth*, that the ſaid *M. C.* not having been yet paid or ſatisfied the ſaid legacy of 3000*l.* herein before mentioned to be given unto her, by the ſaid laſt will and teſtament of the ſaid *J. C.* is deſirous that the ſame ſhould be raiſed, paid and ſatisfied in manner hereafter expreſſed; and for the conſideration aforeſaid *Hath*, and by theſe preſents doth direct and appoint the ſaid legacy of 3000*l.* or ſo much thereof as ſhall remain unſatisfied at the time of her deceaſe, ſhall be raiſed by and out of the perſonal eſtate of the ſaid *J. C.* which ſhall remain after his debts, funeral and other legacies ſhall be fully paid; and when raiſed, ſhall be paid unto them the ſaid *W. M. S. M.* and *P. C.* and their reſpective executors or adminiſtrators in equal proportions, ſhare and ſhare alike: *Provided always*, that ſuch part of the ſaid legacy of 3000*l.* as cannot be raiſed out of ſuch remaining perſonal eſtate of the ſaid *J. C.* in manner as aforeſaid, ſhall not affect the ſaid teſtator *J. C.*'s real eſtate, but ſhall and is hereby declared by the ſaid *M. C.* to be abſolutely releaſed and diſcharged; *Provided alſo*, that no part of the ſaid legacy of 3000*l.* ſhall in any wiſe hinder or obſtruct the full payment and diſcharge of all the debts, and all other the legacies ſpecified and given by the ſaid teſtator, in and by his ſaid laſt will and teſtament, but ſhall only be and remain a charge upon and payable out of the teſtator's perſonal eſtate, after all his debts and funeral expences, and other legacies, ſhall be fully ſatisfied and diſcharged. *In Witneſs*, &c.

Legacy to be raiſed out of the perſonal eſtate.

Another in a different Form.

ARTICLES *of Agreement*, &c. indented, *&c. Between T. B.* of, *&c.* (only ſon of *R. B.* of. *&c.*) of the one part, and *P. B.* of, *&c* ſpinſter, (only daughter of the ſaid *E. B.* of the other part.) *Whereas*, *T. L. &c. (Recital of the will)*: *And whereas* the ſaid *T. B.* and *P. B.* parties hereto, are the only children of the ſaid *E. B.* and both of them have attained their reſpective ages of 21 years, that is to ſay, the ſaid *T. B* is of the age of —— and upwards, and the ſaid *P. B.* is of the age of —— and upwards: *And whereas* the ſaid *M. L.* the

the late wife of the ſaid *T. L.* and the ſaid *P. B.* (one of his nieces) being both dead, ſhe the ſaid *E. B.* (the other of his ſaid nieces) by virtue of the ſaid recited will of the ſaid *T. L.* is now intitled to receive and take the rents and profits of the ſaid freehold meſſuages, lands, tenements and hereditaments, ſituate in the pariſhes of *N. S. B.* and *C.* in the counties of *B.* and *H.* aforeſaid, as alſo in the ſaid pariſhes of *M. A.* and *C.* during her natural life; with remainder after the death of the ſaid *E. B.* as to the ſaid lands in the counties of *H.* and *B.* to her children the ſaid *T. B.* and *P. B.* or ſuch of them as ſhall be living at the death of her the ſaid *E.* his her or their heirs, by virtue of which ſaid will of the ſaid *T. L.* they the ſaid *T. B.* and *P. B.* in caſe they ſhould both ſurvive the ſaid *E. B.* will immediately after her death be intitled in equal moieties to them and their heirs, of and in all and ſingular the ſaid laſt mentioned freehold meſſuages, lands, hereditaments and premiſſes, with their appurtenances: *And whereas* they the ſaid *T. B.* and *P. B.* having attained ſuch age as aforeſaid, are by virtue of the ſaid will of the ſaid *P. C.* immediately after the death of the ſaid *E. B.* intitled under the truſts therein created to the equitable intereſt of and in the ſaid two leaſehold meſſuages or tenements, *cum pertinentiis*, ſituate at the *Weſt* end of St. *P.*'s *London*, late in the occupation of the ſaid *A. W.* and *T. S.* and now of *J. W.* and *W. S.* for the reſidue of the terms of years therein mentioned, and for and during all ſuch further terms of years as ſhall be renewed therein; and alſo they the ſaid *T. B.* and *P. B.* having attained ſuch ages as aforeſaid, they or ſuch of them as ſhall ſurvive the ſaid *E. B.* their mother, are by virtue of the before recited will of the ſaid *T. L.* immediately after the death of the ſaid *E. B.* intitled to one third part of his perſonal eſtate by him thereby deviſed upon the truſts aforeſaid; and whereof ſhe the ſaid *E. B.* is only to have the intereſt and produce during her life as aforeſaid, to be equally divided between them the ſaid *T.* and *P. B.* if both of them ſhould be then living; and likewiſe they the ſaid *T.* and *P. B.* having attained ſuch age as aforeſaid, are by virtue of the ſaid will of the ſaid *P. C.* immediately after the death of the ſaid *E. B.* in caſe they ſurvive her, intitled to one third part of her perſonal eſtate thereby deviſed in truſt as aforeſaid, and whereof ſhe the ſaid *E. B.* is to have and enjoy the intereſt and produce during her life as aforeſaid; the ſame to be equally divided between them the ſaid *T.* and *P. B.* *And whereas* they the ſaid *T. B.* and *P. B.* have mutually and reciprocally agreed, that no benefit of ſurvivorſhip or advantage whatſoever ſhall be had or taken by either of them, for or by reaſon of the contingency of either of them dying in the life-time of the ſaid *E.* their mother of, in or to the ſaid freehold or leaſehold premiſſes, or to any or either of the perſonal eſtates aforeſaid: *And whereas* it is judged moſt beneficial for each of them the ſaid *T. B.* and *P. B.* parties hereto, that ſuch eſtate and intereſt in all the ſaid premiſſes and perſonal eſtate, ſhould be parted and partaken in equal ſhares and moieties, that the ſame may be a certain abatement for them reſpectively, in caſe it ſhall happen that one of them only ſhould ſurvive the ſaid mother, and that the ſaid freehold and leaſehold premiſſes, as alſo the ſaid third part of the perſonal eſtate of the ſaid *T. L.* and the ſaid third part of the perſonal eſtate of the ſaid *P. C.* ſo demiſed in truſt as aforeſaid, and wherein ſhe the ſaid *E. B.* is intereſted for her life in manner aforeſaid, ſhall and may from the time of her

her death be equally divided and ſeverally accrue to, and be held and ſeparately enjoyed, received and taken in moieties or equal parts and ſhares, immediately from and after the death of the ſaid *E.* between them the ſaid *T. B.* and *P. B.* and by his and her reſpective heirs, executors, adminiſtrators and aſſigns, in caſe of his or her deceaſe in the life-time of the ſaid *E. B.* in the right of him or her ſo dying before the other of them, free and diſcharged of and from all right, title and claim of ſuch of them the ſaid *T. B.* and *P. B.* as ſhall ſurvive the other, in ſuch manner as herein is for that purpoſe mentioned and expreſſed: *Now*, &c. That in purſuance and part performance of the ſaid recited agreement, and for obviating all doubts and diſputes which may or might ariſe concerning the intereſt or eſtate, which they the ſaid *T. B.* and *P. B.* or either them, have or ought to have in the ſaid real or perſonal eſtate, and to the end, intent and purpoſe, that a full, perfect and abſolute equal diviſion may be had and made between them the ſaid *T. B.* and *P. B.* and their reſpective heirs, executors and adminiſtrators, from the time of the death of the ſaid *E. B.* as well of all and ſingular the ſaid freehold and leaſehold premiſſes, as the ſaid perſonal eſtates, *to hold* to each of them, their and each of their executors or adminiſtrators, from thenceforth as tenants in common and not as joint-tenants: and in conſideration of the covenant of her the ſaid *P. B.* hereinafter contained, for her conveying and aſſigning unto the ſaid *T. B.* or as he, (if living) or his heirs, executors or adminiſtrators, in caſe he be dead, ſhall direct or appoint, of one moiety of the ſame freehold and leaſehold premiſſes, and one equal half-part or ſhare of all ſuch the ſaid perſonal eſtates, in manner as herein after is expreſſed; and alſo in conſideration of the love and affection which he the ſaid *T. F.* hath for and beareth to his ſiſter the ſaid *P. B.* and for her better preſent advancement and more certain proviſion, in caſe he ſhall happen to ſurvive the ſaid *E. B.* and the ſaid *P.* ſhall die before her, and for divers other good cauſes and conſiderations him thereunto eſpecially moving, *He* the ſaid *T. B.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, *Doth* covenant, promiſe and agree to and with the ſaid *P. B.* her heirs, executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that in caſe of the death of her the ſaid *P. B.* before the ſaid *E. B.* and that he the ſaid *T. B.* ſhall ſurvive and outlive the ſaid *E. B.* and *P. B* then and in ſuch caſe neither he the ſaid *T. B.* or his heirs, executors or adminiſtrators, ſhall at any time hereafter have, take, demand or claim any benefit or advantage whatſoever of ſurvivorſhip, of, in or to the ſaid ſeveral freehold and leaſehold premiſſes, and perſonal effects, or any part or parcel thereof, by virtue of the ſaid recited wills, or either of them, or any conſtruction thereof to be made either in law or equity, or otherwiſe howſoever; *And alſo*, that if he the ſaid *T. B.* be living at the death of the ſaid *E. B.* he the ſaid *T. B.* his heirs, executors or adminiſtrators, ſhall and will within three kalendar months after the death of her the ſaid *E. B.* (at the requeſt, coſt and charges, of the ſaid *P. B.* her heirs, executors, adminiſtrators or aſſigns, as by her or their counſel learned in the law ſhall be reaſonably adviſed or required) by good and ſufficient conveyances and aſſurances in the law, be the ſame by fine or recovery or otherwiſe, and to be by him or them duly executed, levied and ſuffered, well and ſufficiently grant, convey, aſſure and confirm unto and to the uſe of the

ſaid

ſaid *P. B.* if living, or to her heirs and aſſigns, if ſhe be dead, or to ſuch other perſon or perſons, and his and their heirs, and to and for ſuch uſes, truſts, eſtates, intents and purpoſes, to commence and take effect from the time of the death of the ſaid *E. B.* in ſuch manner as ſhe the ſaid *P. B.* or her heirs ſhall direct, limit or appoint, free from all charges and incumbrances whatſoever, to be by him the ſaid *T. B.* in the mean time made, done, committed or ſuffered, of one undivided moiety or half-part of all and ſingular the ſaid freehold meſſuages, lands, tenements and hereditaments, *cum pertinentiis*, ſituate, lying and being in the ſaid ſeveral pariſhes of, *&c* and alſo all the eſtate, *&c* in truſt for him or them, of, into or out of the ſaid undivided moiety or half-part thereof; *And further*, that he the ſaid *T. B.* in caſe he ſhall ſurvive the ſaid *E. B.* or his executors or adminiſtrators, within the time aforeſaid ſhall and will at the like charge of the ſaid *P. B.* her executors or adminiſtrators, by ſome proper deed or deeds in writing to be by him or them alſo duly executed, well and ſufficiently bargain, ſell, aſſign, transfer and ſet over unto the ſaid *P. B.* (if living) in caſe ſhe ſhall be dead, then to her executors, adminiſtrators and aſſigns, free from all incumbrances by him or them done, committed or ſuffered, as well one full moiety or half-part of all the ſaid leaſehold premiſſes, with their reſpective appurtenances, as the ſame late were in the ſeveral occupations of the ſaid *A. W.* and *T. S.* and now of *J. W.* and *W. S.* or of their reſpective undertenants or aſſigns, as alſo one full moiety or half-part of all that the herein before mentioned third part of the perſonal eſtate, late of the ſaid *T. L.* and one full moiety of all that the third part of the perſonal eſtate of the ſaid *P. C.* by the ſaid ſeveral recited wills reſpectively deviſed and given, or mentioned or intended ſo to be, in truſt for them the ſaid *T. B.* and *P B.* after the deceaſe of the ſaid *E. B* as aforeſaid; *And alſo* all the eſtate, right, title, intereſt, term of years to come and unexpired, benefit of renewal, property, claim and demand whatſoever, both in law and equity of him the ſaid *T. B.* his executors or adminiſtrators, of, in and to ſuch moieties or half-parts; *And alſo* ſhall and will within the ſaid ſpace of three months after the death of the ſaid *E. B.* at the like coſts and charges of the ſaid *P. B.* her executors or adminiſtrators, cauſe and procure the truſtees in the ſaid reſpective wills named, or the ſurvivor of them reſpectively, or his or their proper repreſentative, to aſſign, transfer and ſet over, all the right, title, truſt or intereſt of ſuch truſtee or truſtees, of, in or to a moiety or half-part of the ſaid leaſehold, and of all other the ſaid perſonal eſtates, and every or any other part thereof, unto the ſaid *P. B.* if living, or her executors or adminiſtrators, if ſhe be then dead, upon her or their requeſt; *To have and to hold* ſuch moiety of the ſaid leaſehold premiſſes unto the ſaid *P. B.* if living, or to her executors, adminiſtrators and aſſigns, if ſhe be dead, from the time of the death of the ſaid *E. B.* for and during all ſuch term or terms of yeaas, as ſhall be in being or then to come, of and in the ſame premiſſes, and alſo for and during all ſuch further term or terms of years as ſhall or may be granted or renewed therein: *Subject nevertheleſs* to the payment of one moiety of the yearly ground rent in and by the original indenture of leaſe of the ſame premiſſes reſerved, and alſo to the performance of the ſeveral covenants, conditions and agreements in the ſaid original leaſe contained, as far as concerns her hereby intended to be granted part or ſhare of the ſaid premiſſes;

And

And to have, hold, receive, take and enjoy the ſaid moiety or half-part of the ſaid reſpective third parts of the ſaid perſonal eſtates of the ſaid *T. L.* and *P. C.* from the time of the death of the ſaid *E. B.* unto and to and for the only uſe and benefit of her the ſaid *P. B.* if living, or of her executors, adminiſtrators and aſſigns, if ſhe be dead; *And* the ſaid *T. B.* doth hereby for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe and agree to and with the ſaid *P. B.* her heirs, executors, adminiſtrators and aſſigns, that he the ſaid *T. B.* hath not at any time heretofore made, done or committed, or wittingly or willingly ſuffered any act, matter or thing whatſoever, whereby or by means whereof the ſaid premiſſes or any part thereof, is, are, can, ſhall or may be any ways impeached, charged or incumbered, in title, charge, eſtate or otherwiſe howſoever; and that, until ſuch ſeveral conveyances, aſſignments or aſſurances ſhall be had, made or executed, for confirming ſuch intended diviſion of the ſaid real and perſonal eſtates, ſhe the ſaid *P. B.* her heirs, executors, adminiſtrators and aſſigns, ſhall and may peaceably and quietly have, hold, enjoy, renew and take to her and their own uſe, immediately from and after the death of the ſaid *E.* one full moiety or half-part of the ſaid freehold, leaſehold and perſonal eſtates, in as full and beneficial manner, as if ſuch conveyances and aſſurances had been actually made, without the let, ſuit, trouble or interruption of him the ſaid *T. B.* or any perſon or perſons claiming or to claim, by, from or under him: *And theſe Preſents further witneſs*, that in purſuance and full performance of the ſaid recited agreement, upon the conſiderations, and for the ends, intents and purpoſes aforeſaid, and alſo in conſideration of the covenant of him the ſaid *T. B.* herein before contained, and of the love and affection which ſhe the ſaid *P. B.* hath for and beareth to her brother the ſaid *T. B.* and for his more certain proviſion in caſe ſhe only ſhould happen to ſurvive her ſaid mother, and for divers other good cauſes and conſiderations her thereunto eſpecially moving, ſhe the ſaid *P. B.* for herſelf, her heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and agree to and with the ſaid *T. B.* his heirs, executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, (that is to ſay) that in caſe of the death of him the ſaid *T. B.* before the ſaid *E. B.* and that ſhe the ſaid *P. B.* ſhall ſurvive and outlive the ſaid *E. B.* and *T. B.* then and in ſuch caſe neither ſhe the ſaid *P. B.* or her heirs, executors or adminiſtrators, ſhall at any time have, take, demand or claim any benefit or advantage whatſoever of ſurvivorſhip, of, in or to the ſaid ſeveral freehold and leaſehold premiſſes and perſonal eſtate, or any part or parcel thereof, by virtue of the ſaid recited wills or either of them, or by any conſtruction thereof in law or equity, or otherwiſe howſoever; and alſo that if ſhe the ſaid *P. B.* be living at the death of the ſaid *E. B.* ſhe the ſaid *P. B.* her heirs, executors or adminiſtrators, ſhall and will within three kalendar months after the death of the ſaid *E. B* (at the requeſt, coſts and charges of the ſaid *T. B.* his heirs, executors, adminiſtrators or aſſigns, as by his or their counſel learned in the law ſhall be reaſonably adviſed or required) by good and ſufficient conveyances and aſſurances in the law, be the ſame by fine, recovery or otherwiſe, and to be by her or them duly executed, levied and ſuffered well and ſufficiently grant, convey, aſſure and confirm, unto and to the uſe of the ſaid *T. B.* if living, or to his heirs and aſſigns if he be dead, or to ſuch other perſon or perſons, and to his and their

T. B. done no act to incumber premiſſes.

Enjoyment till concluded.

their heirs, and to and for ſuch uſes, truſts, eſtates, intents, &c. (*as before*): *And* for the due and true performance of all the covenants, grants, matters and things herein contained, the ſaid *T. B.* doth bind himſelf, his heirs, executors and adminiſtrators, in the ſum of 5000*l.* of lawful money of *Great Britain*, to be paid to the ſaid *P. B.* her executors or adminiſtrators, at the end of ſix months next after the day of the death of the ſaid *E. B.* *And alſo* the ſaid *P. B.* doth bind herſelf, her executors and adminiſtrators, in the like ſum of 5000*l.* of like lawful money to be paid to the ſaid *T. B.* his executors or adminiſtrators, at the end of ſix months next after the day of the death of the ſaid *E. B.* *In Witneſs*, &c.

I have peruſed, ſettled and approve the articles above written, which is the only method to anſwer the intent of both the parties, provided the contingency take effect,

F. C.

An Indenture of Partition of Lands between Jointenants and Copartners in Gavel kind, &c.

THIS *Indenture*, &c. *Between G. M.* of, &c. of the one part, and *H. M.* of, &c. of the other part, *Witneſſeth*, *That whereas* one *T. M.* late of *R.* aforeſaid, deceaſed, brother of them the ſaid *G.* and *H.* by his laſt will and teſtament in writing, bearing date, &c. did, amongſt other things concerning the diſpoſing of his lands and tenements, deviſe and bequeath unto *E. M.* ſon of him the ſaid *T. M.* all thoſe his lands and tenements in *R.* aforeſaid, which were ſometime the lands of *T. K.* the grandfather of him the ſaid *T.* *To have and to hold* all the ſaid lands and tenements, with all and ſingular the appurtenances, to the ſaid *E. M.* and to his heirs for ever, when he ſhould come to the age of, &c. and the ſaid *T. H.* did by the ſame his laſt will and teſtament further will, that if his ſaid ſon did fortune to die before he came to his age of, &c. that then his ſaid will and mind was, that all thoſe his ſaid lands and tenements ſhould remain unto them the above named *G. M.* and *H. M.* his brothers, parties to theſe preſents, to be had and held unto them the ſaid *G.* and *H.* and their heirs for ever, as in and by the ſaid laſt will and teſtament of him the ſaid *T. M.* more plainly and at large it doth and may appear. *And whereas* the ſaid *E. M.* ſon of the ſaid *T.* ſince the ſaid time, and before his ſaid age of, &c. departed this life without heir of his body, by reaſon whereof, they the ſaid *G.* and *H.* have, according to the ſaid laſt will and teſtament of him the ſaid *T. M.* entered into the ſaid premiſſes unto them deviſed, as aforeſaid, and by virtue of the ſaid laſt will and teſtament, now are and ſtand jointly, as jointenants, ſeiſed thereof in their demeſne as of fee: *And whereas* alſo they the ſaid *G.* and *H.* are ſeiſed in fee as co-partners in gavelkind of other meſſuages, lands and tenements, &c. *Now therefore* to the end and intent, that a perfect partition may be had and made between them the ſaid *G. M.* and *H. M.* of all and ſingular the ſaid meſſuages,

meſſuages, lands, tenements and hereditaments, to them deviſed or deſcended as aforeſaid; and that every of them, their and every of their heirs and aſſigns, may from henceforth ſeverally have and enjoy in ſeveralty, without any impeachment or diſturbance of the other of them, his or their heirs or aſſigns, his and their part and portion of the ſaid meſſuages to them bequeathed or deſcended, as aforeſaid, *they* the ſaid *G. M.* and *H. M.* by their own mutual conſent and agreement, and by the mediation of certain friends, indifferently elected and choſen between them, *Have* made partition and diviſion, and *Do* by theſe preſents for them, their heirs and aſſigns, make partition and divide the ſaid meſſuages, &c. to them bequeathed or deſcended as aforeſaid, in manner and form as hereafter is mentioned; that is to ſay, *firſt*, he the ſaid *G. M.* ſhall have for his part and portion of the ſaid meſſuages, &c. to them the ſaid *G.* and *H.* bequeathed or deſcended, as aforeſaid, *one meſſuage*, &c. and the appurtenances, together with one, &c. containing in the whole, by eſtimation, &c. whether more or leſs thereof there be ſituate, &c. *To have and to hold* the ſaid meſſuages, &c. and other the ſaid premiſſes, with their appurtenances, unto him the ſaid *G. M.* his heirs and aſſigns for ever, in ſeveralty, and divided from the part and portion of the ſaid *H. M.* his heirs and aſſigns; *And* he the ſaid *H. M.* ſhall have for his part and portion of the ſaid meſſuages, &c. to them the ſaid *G.* and *H.* bequeathed or deſcended as aforeſaid, *theſe ſeveral meſſuages*, &c. following, that is to ſay, &c. *(mentioning the particulars)* *To have*, &c. the ſaid meſſuages, &c. unto him the ſaid *H. M.* his heirs and aſſigns, in ſeveralty and divided from the part and portion of the ſaid *G. M.* as aforeſaid. *(Croſs covenants for quiet enjoyment).*

An Indenture of Partition between three Jointenants.

THIS *Indenture*, of three parts, made, &c. *Between M. G.* of, &c. of the firſt part, *G C.* of, &c. of the ſecond part, and *T.* Recital. *C.* of, &c. of the third part. *Whereas H. B.* and *A. S.* of *L.* gent. by their indenture under their hands and ſeals, and enrolled in his majeſty's high court of chancery, bearing date, &c. for the conſiderations therein ſpecified, did grant, bargain, ſell and confirm unto the ſaid *M. G. G. C.* and *T. C.* and their heirs and aſſigns, all thoſe tithes of corn, grain and hay, to the rectory of *L.* in the ſaid county of *S.* belonging and appertaining, then late before to the late diſſolved priory of St. *L.* in the ſaid county of *S.* belonging, and late parcel of the poſſeſſions thereof, and all and ſingular houſes, edifices, barns, ſtables, dove-houſes, gardens, orchards, lands, tenements, meadows, feedings, paſtures, commons, woods, underwoods, glebe-lands, tithes of corn, hay and grain, wool, lambs, geeſe, and other tithes and tenths whatſoever, as well great and ſmall, as alſo all oblations, obventions, fruits, profits, commodities, advantages, emoluments and hereditaments whatſoever, with the appurtenances, of whatſoever kind or ſort the ſame be, ſituate, lying, being, growing, increaſing or renewing within the towns, fields, places, parihes or hamlets aforeſaid, or in any of them, and the reverſion

ſion and reverſions thereof, as fully, freely and wholly, and in as large and ample manner, as her late majeſty queen *Anne*, or any other her predeceſſors, kings or queens of *England*, did by letters patent under the great ſeal, &c. give or grant the ſaid premiſſes unto the ſaid *H. B. A. S.* &c. (*Always* excepted and reſerved out of the ſaid grant all advowſons, donations, free diſpoſitions and right of patronage of churches, vicarages, and all other eccleſiaſtical benefices whatſoever, to the premiſſes belonging or appertaining); *To have and to hold* to the ſaid *M. G. G. C.* and *T. C.* their heirs and aſſigns, to the uſe and behoof of the ſaid *M. G. G. C.* and *T. C.* their heirs and aſſigns for ever, as by the ſaid recited indenture more at large appeareth; by virtue of which ſaid grant or conveyance, the ſaid *M. G. G. C.* and *T. C.* are now jointly ſeiſed in poſſeſſion in their demeſne as of fee, of and in the ſaid glebe-land, tithes, tenths, tenements and hereditaments, and all other the premiſſes, herein before mentioned to be to them granted and conveyed: *Now this Indenture witneſſeth*, that the ſaid *M. G. G C.* and *T. C. Do* by theſe preſents make a full, perfect and abſolute partition of the ſaid glebe-lands, tithes, tenths, and other the premiſſes aforeſaid, to and amongſt them the ſaid *M. G. G. C.* and *T. C.* in three parts, to be divided in manner and form following; that is to ſay, *that* the ſaid *M. G.* his heirs and aſſigns, ſhall have and enjoy, to the only uſe and behoof of him the ſaid *M. G.* his heirs and aſſigns for ever, the moiety or one half of all the ſaid glebe-lands, houſes, buildings, tenements, tithes, profits, commodities and hereditaments whatſoever, with the appurtenances, ſituate, lying, being, coming, renewing or increaſing of or in the town or hamlet of *B.* aforeſaid to the ſaid rectory of *L.* now or at any time heretofore in any wiſe belonging, uſed, occupied, or reputed or taken as part or parcel thereof, in *B.* aforeſaid, for the full part, purparty and portion of the ſaid *M. G.* of, in, and to all and every the premiſſes herein before mentioned to be granted to the ſaid *M. G. G. C.* and *T. C.* *And* the ſaid *T. C.* his heirs and aſſigns, ſhall have, hold, occupy and enjoy to him the ſaid *T.* his heirs and aſſigns, to the only uſe and behoof of him the ſaid *T.* his heirs and aſſigns for ever, the other moiety or one half of all thoſe glebe-lands houſes, buildings, tenements, tithes, tenths, profits, commodities and hereditaments whatſoever, with the appurtenances, ſituate, lying and being, coming, renewing or increaſing, of, or in the town or hamlet of *B.* aforeſaid, to the ſaid rectory of *L.* now or at any time heretofore in any wiſe belonging, uſed or occupied, or reputed or taken as part or parcel thereof in *B.* aforeſaid for the full part, purparty or portion of the ſaid *T. C.* of, in and to all and every the premiſſes herein before mentioned to be granted to the ſaid *M. C. G. C.* and *T. C.* *And* that the ſaid *G. C.* his heirs and aſſigns, ſhall have, hold, occupy and enjoy to him the ſaid *G.* his heirs and aſſigns, to the only uſe and behoof of him the ſaid *G.* his heirs and aſſigns for ever, all thoſe glebe-lands, tithes, tenths, houſes, buildings, profits, commodities, tenements and hereditaments whatſoever, with the appurtenances, ſituate, lying, coming, renewing, or increaſing, of or in the town or hamlet of *L.* aforeſaid, to the rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed or occupied, or reputed or taken as part or parcel thereof in *L.* aforeſaid, for the full part, purparty and portion of the ſaid *G. C.* of, in and to all and every the premiſſes herein before mentioned to be granted to the

Exception.

Partition.

ſaid

ſaid *M. C. G. C.* and *T.* *And* the ſaid *T. C.* and *G. C.* *Do* by theſe preſents give, grant, aſſign, releaſe, and confirm to the ſaid *M. C.* and his heirs, *the ſaid moiety*, or one half of the ſaid premiſſes in *B.* aforeſaid, and all the eſtate, right, title and intereſt, which the ſaid *G.* and *T.* *Have*, or either of them *Hath*, or may or ought to have, of, in or to the ſaid one moiety, or one half of all and every the premiſſes in *B.* aforeſaid. *To have and to hold*, to the ſaid *M. C.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *M. C.* his heirs and aſſigns for ever: *And* the ſaid *M. C.* and *G. C.* *Do* by theſe preſents give, grant, aſſign, releaſe and confirm to the ſaid *T. C.* and his heirs, *the ſaid other moiety*, or one half of the premiſſes in *B.* aforeſaid, and all the eſtate, right, title and intereſt, which the ſaid *M.* and *G.* have or either of them hath or may or ought to have, in or to the ſaid other moiety, or one half, of all and every the premiſſes in *B.* aforeſaid; *To have and to hold* to the ſaid *T. C.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *T. C.* his heirs and aſſigns for ever; *And* the ſaid *M. C.* and *T. C.* *Do* by theſe preſents give, grant, aſſign, releaſe and confirm to the ſaid *G. C.* and his heirs, *All* and every the premiſſes in *L.* aforeſaid, and all the eſtate, right, title and intereſt, which the ſaid *M.* and *T.* have or either of them hath or may or ought to have, of, in or to the ſaid premiſſes in *L.* aforeſaid; *To have and to hold* to the ſaid *G. C.* his heirs and aſſigns, to the only uſe and behoof of the ſaid *G. C.* his heirs and aſſigns for ever: *And* the ſaid *G. C.* by himſelf, for him, his heirs, executors, adminiſtrators and aſſigns, and the ſaid *T. C.* by himſelf, for him, his heirs, executors, adminiſtrators and aſſigns ſeverally and reſpectively, and not jointly, *Do* covenant, promiſe and grant, to and with the ſaid *M. C.* his heirs and aſſigns, by theſe preſents, that he the ſaid *M. C.* his heirs and aſſigns, ſhall or may, from henceforth for ever, well and peaceably have, hold, occupy, poſſeſs and enjoy the ſaid one moiety, or one half, of all and every the ſaid premiſſes in *B.* aforeſaid herein before limited, aſſigned and granted, for the part and purparty and portion of the ſaid *M.* free, clear and diſcharged of and from all other eſtates, rights, titles, intereſt, charges and incumbrances whatſoever, had, made, cauſed, or willingly ſuffered, of or by the ſaid *G. C.* or *T. C.* or either of them, their or either of their heirs or aſſigns, and without any let, trouble, ſuit, entry, diſturbance or interruption of the ſaid *G.* and *T.* or either of them, their or either of their heirs or aſſigns, or any of them, or of any other perſon or perſons lawfully claiming by, from or under them or any of them; *And* the ſaid *M. C.* by himſelf, for him, his heirs, executors, adminiſtrators and aſſigns, and the ſaid *G. C.* by himſelf, for him, his heirs, executors, adminiſtrators and aſſigns, ſeverally and reſpectively, and not jointly, do covenant, promiſe and grant to and with the ſaid *T. C.* his heirs and aſſigns, by theſe preſents, that he the ſaid *T. C.* his heirs and aſſigns, ſhall or may from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the ſaid other moiety, or one half, of all and every the premiſſes in *B.* aforeſaid herein before limited, aſſigned and granted, for the part, purparty and portion of the ſaid *T. C.* free, clear, and diſcharged, of and from all other eſtates, rights, titles, intereſts, charges and incumbrances whatſoever, had, made, cauſed, or willingly ſuffered, or hereafter to be had, made, cauſed, or willingly ſuffered, of or by the ſaid *M. C.* and *G. C.* or either of them, their or either of their heirs and aſſigns, and without any let, trouble, ſuit,

Releaſes from one to the other.

Covenants from each to other, for quiet enjoying, &c.

ſuit, entry, diſturbance or interruption of the ſaid *M.* and *G. C.* or either of them, their or either of their heirs and aſſigns, or any of them, or of any other perſon or perſons lawfully claiming by, from or under them, or any of them.

The like Covenant from M. *and* T. C. *that* G. C. *ſhall hold the glebe-lands and tithes in* L. *aſſigned for his part and purparty.*

An Indenture Quadripartite *for a Partition by Lot.*

THIS *Indenture*, made, *&c. Witneſſeth*, that *whereas* the manors, lands, tenements and hereditaments of Sir *J. D.* Knt. deceaſed, contained and ſpecified in certain ſchedules *quadripartite* indented, unto theſe preſents annexed, are deſcended and come in poſſeſſion, reverſion, or otherwiſe, unto *K.* now wife of the ſaid *H. L.* ſon and heir apparent unto *W. L.* eſq; and to *A.* now wife of *F. M.* eſq; and to *M.* now wife of *T. G.* eſq; and to *F.* now wife of *J. H.* the younger, gent. ſon of *J. H.* the elder, eſq; *And whereas* the ſaid *H. L.* and *K.* his wife, *F M.* and *A.* his wife, are now ſeiſed in poſſeſſion and reverſion in the right of the ſaid *K. A. M.* and *F.* of one eſtate or eſtates of inheritance, part in poſſeſſion and part in reverſion, no ſeverance being yet thereof had or made: *The* ſaid *H. L.* for him, his heirs, executors and adminiſtrators, for the part of him the ſaid *H. L.* and *K.* his wife, and their heirs; the ſaid *J. H.* the younger, for him, his heirs, executors and adminiſtrators, for the part of him the ſaid *J. H.* and *F.* his wife, and their heirs; the ſaid *F. M.* for him, his heirs, executors and adminiſtrators, for the part of himſelf, and the ſaid *A.* his wife, and their heirs; and the ſaid *J. G.* for him, his heirs, executors and adminiſtrators, for the part of him and *M.* his wife, and their heirs, that is to ſay every of the ſaid parties ſeverally for themſelves, their heirs, executors and adminiſtrators only, and not jointly, do covenant, agree, conclude and grant ſeverally, to and with every of the other parties, their heirs, executors, adminiſtrators and aſſigns, by theſe preſents, in manner and form following, that is to ſay, *That* the ſaid manors, lands, tenements and hereditaments, as well in poſſeſſion as reverſion, by four ſuch ſeveral portions as they be now ſet out in the four ſeveral ſchedules *quadripartite*, ſhall, within two days next enſuing the ſealing and delivery hereof, be put by them in ſeveral ſcrolls in writing, that is to ſay, in every ſcroll one of the four portions and parts ſhall be incloſed in four ſeveral balls of wax, ſo that no part of the ſaid ſcrolls may be ſeen; and that the ſame four balls of wax ſhall be after put in a cap or hat and there ſhuffled together, and that then within the ſaid two days they ſhall agree upon ſome indifferent man or child, and cauſe him to put his hand into the ſaid cap or hat at adventure, the ſaid cap or hat being cloſed, and to take firſt one ball of wax alone, and deliver it to the ſaid *H. L.* or the ſaid *W. L.* his father, or to ſome other, for the ſaid *H. L.* and *K.* his wife; and after to take out another ball of wax alone and deliver it to the ſaid *F. M.* for the ſaid *F.* and *A.* his wife; and after to take out another

another of the ſaid balls of wax alone, and deliver it to the ſaid *T. G.* for the ſaid *T.* and *M.* his wife; and after to take out the fourth ball of wax, and deliver it to the ſaid *J. H.* the younger, and *F.* his wife; and immediately after ſuch delivery, every of them that ſhall ſo receive ſuch balls of wax, or his attorney or deputy, ſhall forthwith open the ſame balls of wax, and cauſe or ſuffer the ſcroll therein contained to be read and openly declared among them, and that the ſame ſhall ſtand and remain as a full and perfect partition and ſeverance among and between the ſaid co-partners of all the ſaid manors, lands, tenements and hereditaments; and that after ſuch partition and allotment made, the ſaid *H.* and *K.* his wife and heirs, the ſaid *F.* and *A.* his wife, and their heirs, the ſaid *H* the younger, and *F.* his wife, and their heirs, and the ſaid *T. G.* and *M.* his wife, and their heirs, ſhall ſtand and agree to the ſaid partition and allotment, and to all things contained and ſpecified in the ſaid ſchedules *quadripartite*, indented, according to the true intent and meaning written in the ſame ſchedules, and in theſe indentures, and ſhall permit and ſuffer the ſame to ſtand, remain and abide in its full ſtrength and force for ever. *And further*, the ſaid *H. L.* for him, his heirs and executors for the part of him the ſaid *H.* and *K.* his wife and their heirs; the ſaid *J. H.* the elder, his heirs and executors, for the part of the ſaid *J. H.* the younger, and *F.* his wife, and their heirs; and the ſaid *F. M.* his heirs and executors, for him and the ſaid *M.* his wife; that is to ſay, that every of the ſaid parties ſeverally, by and for themſelves, and their heirs and executors only, doth covenant and grant to and with every of the other ſaid parties ſeverally, their heirs and executors only, that every of the ſaid parties, his wife and heirs, for whom he or any of them covenanteth and granteth, to and with the other, by theſe preſents, ſhall, for and by the ſpace of ſeven years next, *&c.* as far as the law will permit and ſuffer, at the reaſonable requeſt and coſts and charges in the law, and otherwiſe, of ſuch the ſaid parties as ſhall deſire the ſame, do, acknowledge or ſuffer to be done, all and every ſuch reaſonable and further act and acts, thing and things, be it by fine, recovery, deed or deeds, or otherwiſe, as ſhall by ſuch party or parties, or their counſel learned, be reaſonably deviſed or adviſed, for the better and more perfect aſſurance of the ſaid ſeveral portions, allotments and things in the ſaid ſchedules *quadripartite* indented and contained, according to the true intent and meaning of all the ſaid parties; *And* that every of the ſaid parties, their heirs and aſſigns, ſhall or may, for ever hereafter, have, hold, occupy and enjoy their ſaid ſeveral portions and allotments acquitted and diſcharged, or otherwiſe ſufficiently ſaved harmleſs, *&c.* And that the ſaid co-partners and their huſbands, their heirs and aſſigns, ſhall permit and ſuffer every of the other co-partners their huſbands, and their heirs and aſſigns, to have and keep all ſuch evidences, deeds and writings, as concern ſuch manors, lands and tenements, as are to them ſeverally allotted, as aforeſaid, alone, and true copies of all other deeds, evidences and writings, as do concern the ſame manors, lands and tenements; the ſame to be occupied and written out at the coſts and charges of ſuch as ſhall deſire the ſame. *And whereas R. N.* gent. hath an annuity or yearly rent of 20 *l.* going out of the premiſſes for the term of his natural life, it is covenanted and agreed by all the ſaid co-partners,

Mutual covenants for further aſſurance.

That all the co-partners ſhall pay an annuity out of their parts.

co-partners, that each of them ſhall pay to the ſaid *R. N.* yearly the ſum of 5 *l.* at ſuch time and place as it hath heretofore been uſed and accuſtomed to be paid. *And* it is further agreed by and between the ſaid parties, that if it ſhall hereafter happen, that any of the manors, lands or tenements, of any of the ſaid four portions allotted, as aforeſaid, unto any of the ſaid co-partners, ſhall by due order and courſe of law or equity, without fraud or covin, be recovered, and lawfully evicted, ſo that it cannot be held and enjoyed according to the ſaid partition and the true intent of all the ſaid co-partners and their huſbands, that then and in ſuch caſe the reſt of the ſaid co-partners, and their heirs and aſſigns, ſhall and will recompenſe and ſatisfy, at their equal coſts and charges, unto the party ſo evicted, ſo much as the value of the land ſo evicted ſhall amount unto; *And* that all the woods and under-woods now ſtanding, being, and growing upon the premiſſes, or any part thereof, ſhall be ſevered and equally divided amongſt the ſaid co-partners and their huſbands before the feaſt of *P.* next coming after the date hereof; and that it ſhall be lawful to and for the ſaid co-partners, their heirs and aſſigns, to have free ingreſs, egreſs and regreſs, in and to all the lands before mentioned to be divided and ſevered, and every or any part or parcel thereof, where any of the woods do grow, (and through which they muſt be carried therefrom) and to fell, cut down, and carry away ſo much thereof as ſhall be ſeverally allotted unto any of them.—*In Witneſs*, &c.

That the wood ſhall be ſecured, &c.

An Indenture of Partition to be made between Co-heirs of Houſes, &c.

THIS *Indenture*, made, *&c. Between*, *&c. Witneſſeth*, that it is covenanted, granted and agreed, by and between the ſaid parties, for a partition between them to be had and made of five meſſuages, *&c.* of the ſaid *A. B.* as daughters and heirs of the ſaid *A. B.* And firſt it is covenanted and granted, by and between the ſaid parties, *And* the ſaid *J. M.* and *C.* his wife, for them and the heirs of the ſaid *C.* do covenant and grant to and with the ſaid *T. S.* and *E.* his wife, and the heirs and aſſigns of the ſaid *E.* that the ſaid *T. S.* and *E.* in the right of the ſaid *E.* and the heirs and aſſigns of the ſame *E.* ſhall have, hold and enjoy to the ſaid *T. S.* and *E.* in the right of the ſaid *E.* in ſeveralty for ever, one meſſuage or tenement, *&c.* and that other meſſuage or tenement, ſituate, *&c.* in as large and ample manner and form, as the ſaid, *&c.* now have, hold, occupy and enjoy the ſame, in full recompence and allowance of and for all the part and purparty that to the ſaid *E.* appertaineth, or of right ought to appertain and belong, of all the ſaid five meſſuages, *&c.* by and after the deceaſe of the ſaid *A. B.* as one of the daughters and heirs of the ſaid *A. B.* *And* the ſaid *T. S.* and *E.* for them, and the heirs and aſſigns of the ſaid *E.* do by theſe preſents covenant and grant, to and with the ſaid *J. M.* and *C.* and the heirs and aſſigns of the ſaid *C.* that the ſaid *T. S.* and *E.* in the right of the ſaid *E.* and the heirs and aſſigns of the ſaid *E.* ſhall and will accept and take the ſaid three meſſuages, *&c.* in full recompence and allowance of and for the part, purparty and portion of all the ſaid five meſſuages,

The partition,

ſuages, &c. to the ſaid *F.* from and after the deceaſe of the ſaid *A. B.* as one of the daughters and heirs of the ſaid *A. B.* belonging or appertaining. *And* the ſaid *J. M.* and *C.* in the right of the ſaid *C.* and the heirs and aſſigns of the ſaid *C.* ſhall have, hold, occupy and enjoy to the ſaid *J. M.* and *C.* in the right of the ſaid *C.* and the heirs and aſſigns of the ſaid *C.* in ſeveralty for ever, the ſaid two meſſuages, &c. in as large and ample manner and form, as the ſaid *J. M.* and *C.* now have, hold, occupy and enjoy the ſame, in full recompence and allowance of and for the ſaid part, purparty or portion that to the ſaid *C.* appertaineth, or of right ought to appertain or belong, of all the ſaid five meſſuages, by and after the deceaſe of the ſaid *A. B.* as one of the daughters and heirs of the ſaid *A. B.* *And* the ſaid *J. M.* and *C.* for them and the heirs and aſſigns of the ſaid *C.* do by theſe preſents covenant and grant, to and with the ſaid *T. S.* and *E.* and the heirs of the ſaid *E.* that he the ſaid *J. M.* and *C.* in the right of the ſaid *C.* and the heirs and aſſigns of the ſaid *C.* ſhall and will accept and take the ſaid two meſſuages, in the tenures of, &c. in full recompence and allowance of and for her part, purparty and portion of all the ſaid five meſſuages, &c. to the ſaid *J M.* and *C.* by and after the death of the ſaid *A. B.* as one of the daughters and heirs of the ſaid *A. B.* belonging or appertaining: *And* for and in conſideration that the ſaid meſſuages to the ſaid *J. M.* and *C.* in form aforeſaid allotted, be of better value than the ſaid meſſuages to the ſaid *T. S.* and *E.* in form aforeſaid allotted, the ſaid *J. M.* and *C.* for them, their heirs, executors and adminiſtrators, do covenant and grant, to and with the ſaid *T. S.* and *E.* their executors and adminiſtrators, that they the ſaid *J. M.* and *C.* their heirs, executors and adminiſtrators, ſhall well and truly pay, or cauſe to be paid, to the ſaid *T. S.* and *E.* their executors or adminiſtrators, the ſum of, &c. *And* it is alſo covenanted, granted and agreed between the ſaid parties, and each of the ſaid parties do covenant, grant and agree, for them, and their heirs and aſſigns, by theſe preſents, to and with the other of them, their heirs and aſſigns, that it ſhall and may be lawful to and for either of the ſaid parties, their heirs and aſſigns, from time to time, and at all times needful, to enter into any parcel of the part and purparty of the other, for the repairing, amending and doing of any thing neceſſary for the maintenance and preſervation of the tenements aforeſaid, to them ſeverally allotted and appointed by theſe preſents, and that neither of the ſaid parties, their heirs or aſſigns, at any time hereafter, ſhall make any new building, or do any other thing, in any part or parcel of the part and purparty of either of them, that ſhall or may ſtop, impair or hinder the light, gutters or kennels of the part or purparty of the other of them. *In Witneſs*, &c.

A Partition or Diviſion of Land between the Owners thereof in Fee-ſimple.

THIS *Indenture*, &c. *Between A. W.* ſon of *W. W.* late of *L.* bart. deceaſed, of the one part, and *C. W.* eſq. and *M.* of *J.* of the other part. *Whereas* by an act of parliament made in the firſt year of the late reign of our ſovereign lord *Edward* the 6th, late king

of *England*, intitled, *An act for diſſolving and determining of divers chantries, colleges, guilds and fraternities*; amongſt other there did come to the poſſeſſion of the ſaid late king, all thoſe two meſſuages and tenements, ſhops, cellars, ſolars, yards, chambers, &c. then in the tenure, &c. ſituate in the pariſh of St. *Peter*, &c. in the city of *L.* aforeſaid; *And whereas* the ſaid late king *Edward* 6. by his letters patent, made under the great ſeal of *England*, and bearing date, &c. amongſt other things did give and grant the ſaid two meſſuages, and other the premiſſes, with the appurtenances, to *E. E.* then of the city of *L.* eſq; and to *T. B* of, &c. and to their heirs for ever, to be holden of the ſaid late king, his heirs and ſucceſſors, by fealty, in free burgage of the ſaid city of *L.* and not in chief, for all ſervices and demands whatſoever, as by the ſaid letters patent and records thereof more plainly, &c. *And whereas* the ſaid *C. W.* and *A W.* by good and lawful conveyance are, and ſtand ſeiſed of the ſaid two meſſuages, and other the premiſſes, with their appurtenances, to them and their heirs for ever; that is to ſay, the ſaid *C.* is, and ſtandeth ſeiſed of one moiety thereof, and the ſaid *A.* of the other moiety thereof by good and perfect eſtates in fee-ſimple; *Now this Indenture witneſſeth*, that they the ſaid *C.* and *A.* of one aſſent and conſent for them and their heirs, have made full and clear diviſion of all the ſaid meſſuages or tenements, and other the premiſſes, with their appurtenances, in form as followeth; that is to ſay, *The* ſaid *C. W.* his heirs and aſſigns, ſhall and may from henceforth have, hold and enjoy to the ſaid *C.* his heirs and aſſigns for ever, to the only uſe and behoof of the ſame *C.* his heirs and aſſigns for ever, all that, &c. abutting, &c. containing, &c. *And* that the ſaid *A. W.* his heirs and aſſigns, ſhall and may, &c. all that, &c. *And* foraſmuch as the ſaid part of the premiſſes in the diviſion aforeſaid, allotted to the ſaid *C. W.* is the better part thereof, the ſame *C.* in conſideration thereof, before the enſealing of theſe preſents, hath given, contented and paid to the ſaid *A. W.* the ſum of, &c. whereof the ſaid *A.* acknowledgeth himſelf fully and truly paid and ſatisfied, and thereof acquitted, &c. *And* the ſaid *A. W.* for him and his heirs, doth by theſe preſents ratify and confirm to the ſaid *C.* his heirs and aſſigns for ever, all that part of the ſaid two meſſuages, and other the premiſſes, allotted to the ſaid *C.* is and by the diviſion; *And alſo* the ſaid *A. W.* covenanteth, &c. in form, &c. That he the ſaid *A.* and his heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former eſtate, right, title or intereſt, to the premiſſes, or any part thereof allotted to the part of the ſaid *C.* as aforeſaid, from time to time and at all times, during three years next, &c. at and upon the reaſonable requeſt of the ſaid *C.* his heirs and aſſigns, to be made to the ſaid *A.* or his heirs, and at the coſts and charges in the law of the ſaid *C.* his heirs or aſſigns, ſhall and will do, make, acknowledge and ſuffer, and cauſe, &c. with warranty only againſt the ſaid *A.* and his heirs, all and every ſuch act and acts, thing and things in the law, as by the ſaid *C.* his heirs or aſſigns or their counſel learned in the law ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure making of all the ſaid part of the premiſſes allotted to the ſaid *C.* as aforeſaid, to him the ſaid *C.* his heirs and aſſigns, for their own uſe clearly and abſolutely, without any condition, for ever to be made ſure; *And* that he the ſaid *A. W.* at the time of the making of the

the ſaid diviſion was, and until the time of the full perfection thereof, and of good aſſurance made to the ſaid *C.* and his heirs, or that part of the premiſſes to them allotted, as aforeſaid, ſhall be and ſtand lawfully ſeiſed in his demeſne as of fee, of one moiety of the ſaid two meſſuages, and other the premiſſes, without any condition or defeaſance; *And* that he the ſaid *A.* at the time of the ſaid diviſion-making, had and hath good and lawful right, authority and power to make and finiſh the ſame diviſion, to and with the ſaid *C.* according to the true meaning of theſe preſents; *And further*, that all the ſaid part of the premiſſes allotted to the ſaid *C.* and his heirs, as abovesaid, is and for ever ſhall be and ſtand clear and clearly acquitted and diſcharged, or otherwiſe at all times ſaved harmleſs by the ſaid *A.* his heirs, executors and adminiſtrators, of and from all and ſingular former grants, bargains, ſales, &c. had, made, done or agreed unto by the ſaid *A. W.* or by his means, knowledge, conſent or procurement; *And moreover*, that he the ſaid *C. W.* his heirs and aſſigns, for their own uſe for ever, ſhall and may from henceforth peaceably and quietly have, &c. all the ſaid part of all and ſingular the premiſſes to the ſaid *C.* allotted, as abovesaid, without any let, interruption, ſuit, trouble or eviction of the ſaid *A.* his heirs or aſſigns, or any other perſons, by his or their means, title, conſent or procurement; *And* the ſaid *C. W.* covenanteth *as* A. W. *before hath covenanted*, &c. *In Witneſs*, &c.

An Indenture of Partition of Lands between Tenants in Common, who have ſeveral Intereſts in divers Reſpects.

THIS *Indenture*, made, &c. *Between I. B.* ſenior, of, &c. *I. B.* junior, ſon and heir apparent of the ſaid *I. B.* ſenior, and *R. G.* of, &c. gent. of the one part, and *I. D.* of, &c. *S.* gent. ſon and heir of *B. D.* late of, &c. doctor in phyſick, *G. D* widow and relict of the ſaid *B. D.* and *R. F.* of the city of *C.* aforeſaid, eſq; of the other part; *Whereas* the ſaid parties or ſome of them are tenants in common, of and in all that meſſuage, &c. *Of* which ſaid meſſuage, lands, woods, tenements and hereditaments and premiſſes, two third parts do belong to the ſaid *I. B* ſenior, and *I B* junior, and *R. G.* or ſome of them, and to the heirs of the ſaid *I B* junior, and of the ſaid *R. G* reſpectively, according to their reſpective eſtates, rights and intereſts therein; And the other third part of the ſame meſſuage, lands, woods, tenements, hereditaments and premiſſes, doth belong to the ſaid *I. D. G D.* and *R. F.* or ſome of them, and to the heirs of the ſaid *I. D.* according to their reſpective eſtates, rights, titles and intereſts therein: *And whereas* the ſaid *I. B.* ſenior, *I. B.* junior, *R. G. I. D. G. D* and *R. F.* have agreed to make partition between them in ſuch manner as herein after mentioned: *Now this Indenture witneſſeth*, that in purſuance of the agreement aforeſaid (reſpect being had to the true value of all the ſaid meſſuage, lands, woods, tenements, hereditaments and premiſſes,) the ſaid parties have divided the ſame into three equal parts; *And* that the ſaid *I. B.* ſenior, and *I. B.* junior, and *R. G.* have aſſigned

aſſigned and delivered, and by theſe preſents do aſſign and deliver unto the ſaid *I. D. G. D.* and *R. F.* one third part of the ſaid meſſuage, lands, tenements, hereditaments and premiſſes, with the appurtenances, (to wit) All that piece or parcel of marſh-land, *&c.* at the will and pleaſure of the ſaid *I. D. G. D.* and *R. F.* and their aſſigns; *To have and to hold* the ſaid ſeveral pieces of marſh-land and premiſſes herein before mentioned to be aſſigned unto the ſaid *I. D. G. D* and *R. F.* in ſeveralty for the proportions and in lieu of their third part aforeſaid, according to the reſpective intereſts and eſtates which the ſaid *I. D. G. D.* and *R. F.* have aſſigned and delivered, and by theſe preſents do aſſign and deliver unto the ſaid *I. B.* ſenior, *I. B.* junior, and *R. G.* two third parts of all the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, with the appurtenances, (to wit) All that meſſuage, *&c.* at the will and pleaſure of the ſaid *I. B.* ſenior, *I. B.* junior, and *R. G.* and their aſſigns, and the heirs and aſſigns of the ſaid *R. G.* and *I. B.* junior; *To have and to hold* the ſaid meſſuage, lands, tenements, woods, marſhes and premiſſes herein before laſt mentioned to be aſſigned unto the ſaid *I. B.* the elder, *I. B.* the younger, and *R. G.* and to the heirs of the ſaid *I. B.* the younger, and *R. G.* in ſeveralty for their proportion, and in lieu of their two third parts aforeſaid, according to the reſpective intereſts and eſtates which the ſaid *I. B.* the elder, *I. B.* the younger, and *R. G.* reſpectively had in the ſaid two third parts before the making of theſe preſents: *And* the ſaid *I. B.* the elder, doth for himſelf, his heirs, executors and adminiſtrators, covenant and grant to and with the ſaid *I. D. G. D.* and *R. F.* their heirs and aſſigns, by theſe preſents, that he the ſaid *I. B.* the elder, hath not at any time done, committed or willingly ſuffered, any act or thing whatſoever, whereby or wherewith the premiſſes to the ſaid *I. D. G. D.* and *R. F.* aſſigned in partition, as aforeſaid, or any part thereof, are or is, or ſhall or may be impeached or incumbered in eſtate, title, charge or otherwiſe howſoever: *And alſo* that he the ſaid *I. B.* the elder, and his heirs, and all and every other perſon and perſons, having and lawfully claiming, or which ſhall or may have or lawfully claim any eſtate, right, title or intereſt, of, in or to any part of the ſaid premiſſes herein before mentioned to be aſſigned to the ſaid *I. D. G. D.* and *R. F.* in partition, as aforeſaid, by, from or under him the ſaid *I. B.* the elder, ſhall and will from time to time, and at all times during the ſpace of ten years next enſuing the day of the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the law, of the ſaid *I. D. G. D.* and *R. F.* make, do, acknowledge, levy, execute and ſuffer all and ſuch every further and other reaſonable act and acts, thing and things, conveyance and aſſurance in the law whatſoever, for the confirmation of the partition aforeſaid; and for the further, better and more perfect conveying, aſſigning and aſſuring unto the ſaid *I. D. G. D.* and *R. F.* in form aforeſaid, all the ſaid lands and premiſſes herein before mentioned to be aſſigned and delivered unto the ſaid *I. D. G. D.* and *R. F.* in partition, as aforeſaid, as by the ſaid *I. D. G. D.* and *R. F.* or any of their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required. [*Like covenants from* I. B. *junior, and the like from* R. G.] *And* the ſaid *I. D.* doth for himſelf, his heirs, executors and adminiſtrators, covenant and grant to and with the ſaid *I. B.* the elder, *I. B.* the younger, and *R. G.* their heirs and aſſigns, by theſe preſents, that he

he the ſaid *I. D* hath not at any time done, committed, or wittingly and willingly ſuffered any act or thing whatſoever, whereby or wherewith the premiſſes to the ſaid *I B.* the elder, *I. B.* the younger, and *R. G* aſſigned in partition as aforeſaid, or any part thereof, are or is, or ſhall or may be impeached or incumbered in eſtate, title, charge, or otherwiſe howſoever: *And alſo*, that he the ſaid *I. D.* and his heirs, and all and every other perſon and perſons, having or lawfully claiming, or which ſhall or may have, or lawfully claim any eſtate, right, title or intereſt, of, in or to any part of the meſſuages, lands, tenements, hereditaments and premiſſes herein before mentioned to be aſſigned to the ſaid *I. B.* the elder, *I. B.* the younger, and *R. G.* in partition, as aforeſaid, in, by, from or under him the ſaid *I. D.* ſhall and will from time to time, and at all times, during the ſpace of ten years next enſuing the date of theſe preſents, upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid *I. B.* the elder, *I. B.* the younger, and *R. G.* and the heirs and aſſigns of the ſaid *I. B.* the younger, and of the ſaid *R. G.* make, do, acknowledge, levy, execute and ſuffer all and every ſuch further and other reaſonable act and acts, thing and things, conveyance and aſſurance in the law whatſoever, for confirmation of the partition aforeſaid; and for the further, better and more perfect conveying aſſigning and aſſuring unto the ſaid *I B.* the elder, *I. B.* the younger, and *R G.* and unto the heirs and aſſigns of the ſaid *I. B* the younger, and of the ſaid *R G* all the ſaid meſſuage, lands, tenements and premiſſes herein before mentioned to be aſſigned and delivered unto the ſaid *I. B* the elder, *I. B.* the younger, and *R G.* in partition, as aforeſaid, as by the ſaid *I. B.* the elder, *I B.* the younger, and *R G.* or their aſſigns, or the heirs or aſſigns of the ſaid *I. B.* the younger, and *R. G.* or any of them, their or any of their counſel learned in the law ſhall be reaſonably deviſed, or adviſed or required.

Note; *The like covenants are to be on the part of* G. G. *and the like on the part of* R. F. *In Witneſs*, &c.

Partition of Copartners.

THIS *Indenture* made, &c. *Between R. C.* of the one part, and *J. F.* of the other part. *Whereas* the ſaid parties to theſe preſents have been of late copartners together in the trade of, *&c.* and by reaſon of the ſaid joint trade and dealing, divers debts have become and are due and owing unto the ſaid *R. C.* and *J. F.* for divers goods and wares, and alſo the ſaid *R. C.* and *J. F.* are and ſtand engaged for divers ſums of money; *And whereas* alſo the ſaid parties, for divers good reaſons them moving, have concluded and agreed, to put an end to their joint trade and copartnerſhip; and the ſaid *R. C.* is contented, and has agreed for the conſideration hereafter mentioned, to aſſign unto the ſaid *J. F.* all the debts and ſums of money which are due and owing unto them the ſaid *R. C.* and *J. F.* jointly; and the ſaid *J. F.* hath likewiſe agreed and undertaken to diſcharge and pay all debts and ſums of money, which

which they the ſaid *R. C.* and *J. F.* do jointly owe to any perſon or perſons, for or by reaſon of their ſaid joint trade or copartnerſhip; *Now this Indenture witneſſeth*, that the ſaid *R. C.* for the conſideration hereafter in theſe preſents mentioned, *Doth* grant, aſſign and ſet over unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, all and ſingular ſuch debts and ſums of money as are owing to him the ſaid *R. C.* ſeverally or jointly with the ſaid *J. F.* for or concerning the ſaid joint trade; and all his right, title, intereſt, property, claim and demand whatſoever, in and to the ſaid debts, or any of them; and alſo all and ſingular bills, bonds, ſpecialties and writings whatſoever, for and concerning the ſaid debts, and the late copartnerſhip between them; all which ſaid debts are mentioned and expreſſed in a certain ſchedule hereunto annexed; *To have and to hold* all and every the ſaid debts, ſpecialties and writings, unto the ſaid *J. F.* his executors, adminiſtrators and aſſigns, to his and their own proper uſe and behoof, without any manner of account therefore to be given to him the ſaid *R. C.* his executors, adminiſtrators or aſſigns; *And* the ſaid *R. C.* doth by theſe preſents give and grant to the ſaid *J. F.* his executors, adminiſtrators and aſſigns, full power and authority to aſk, levy, recover and receive in the name of the ſaid *R. C.* by all ſuch lawful ways and means, as ſhould be thought requiſite by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, all and ſingular the ſaid debts and ſums of money, expreſſed in the ſaid ſchedule, for and to the only uſe and behoof of the ſaid *J. F.* his executors, adminiſtrators and aſſigns, without any account to be made, had or given for the ſame, or any part thereof; *And further*, that if the ſaid *R. C.* or his aſſigns, or any perſon or perſons, by virtue of any power or authority derived from them, have at any time heretofore received, releaſed or diſcharged any of the ſaid debts or ſums of money mentioned in the ſaid ſchedule (other than ſuch ſums of money as have been releaſed by the conſent of the ſaid *J. F.*) that then, and upon notice given by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, to the ſaid *R. C.* his executors, adminiſtrators or aſſigns, he the ſaid *R. C.* his executors, or adminiſtrators, ſhall, within twenty days next after ſuch notice given to the ſaid *R. C.* or his, *&c.* ſatisfy and recompenſe the ſaid *J. F.* or his, *&c.* for the ſame without fraud or covin; *And* that he the ſaid *R. C.* his executors or adminiſtrators, ſhall not, at any time or times hereafter, wittingly or willingly do or ſuffer any act or thing, to hinder, let or diſturb him the ſaid *J. F.* his executors, adminiſtrators or aſſigns, in the recovery, getting in, or obtaining the ſaid debts, or any of them: *And moreover*, that he the ſaid *R. C.* his executors and adminiſtrators, ſhall and will, upon reaſonable requeſt to him or them made, by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, make, ſeal and deliver to him or them, ſuch other ſufficient letter or letters of attorney, for the recovery or getting in of the ſaid debts and ſums of money, as by the ſaid *J. F.* his executors, adminiſtrators or aſſigns, or his or their counſel learned in the law, ſhall be reaſonably deviſed, adviſed or required; *In Conſideration* whereof the ſaid *J. F.* for himſelf, his executors and adminiſtrators, *Doth* covenant, promiſe and grant to and with the ſaid *R. C.* his executors and adminiſtrators, in manner and form following, (that is to ſay) that he the ſaid *J. F.* his executors or adminiſtrators, ſhall and will, at or before the, *&c.* procure and obtain to and for the ſaid *R. C.* his executors or adminiſtrators, ſufficient general

neral releaſes and other diſcharges in law, from all creditors whoſe names are in the ſchedule hereunto annexed; *And alſo* that he the ſaid *J. F.* his executors or adminiſtrators, ſhall and will, at all times for ever hereafter, ſave and keep harmleſs and indemnified the ſaid *R. C.* his executors or adminiſtrators, againſt all and every perſon and perſons whatſoever, to whom they the ſaid *R. C.* and *J. F.* or either of them, are indebted, touching or concerning the ſaid copartnerſhip, and of and from all actions, ſuits, coſts, damages, charges, judgments, executions and demands whatſoever, which ſhall at any time hereafter ariſe and come againſt the ſaid *R. C.* his executors or adminiſtrators, or any of his or their lands, tenements, goods or chattels, or any part thereof, for or by reaſon of any debts or ſums of money owing, or for or by reaſon of any bill, bond, ſpecialty, promiſe or contract, touching the ſaid copartnerſhip. *In Witneſs*, &c.

Partners. See Copartnerſhip.

Petition.

Petition.

A Petition that an Infant Truſtee may join in a Conveyance, purſuant to the Statute.

To the Right Honourable *Philip* Lord *Hardwicke*, Lord High Chancellor of *Great Britain*.

The humble Petition of *A.* Widow and Relict of *B.* deceaſed, and of *C.* and *D.* the ſole Daughters and Iſſue of the ſaid *B.* by the ſaid *A.*

Sheweth,

THAT your petitioners having contracted with *E.* for the ſale to him of the manor of *F.* and divers meſſuages, lands and tenements in or near the pariſh of *G.* in the county of *H.* (late the eſtate of the ſaid *B.* and now of your ſaid petitioners, or of ſome of them) the counſel for the ſaid *E.* the purchaſer objects, that the legal eſtate of the premiſſes is by virtue of or under the laſt will of Sir *J. A.* knt. come to and veſted in one Sir *K. K.* bart. (an infant of about the age of 18 years) as nephew and heir of Sir *L. K.* bart. deceaſed, who was ſon and heir of Sir *K. K.* bart. alſo deceaſed; and that it would not be proper or adviſeable for the ſaid *E.* to proceed in the purchaſe of the premiſſes without taking in ſuch legal eſtate, although the ſame is only in truſt for your ſaid petitioners, or ſome of them; but by reaſon of the ſaid firſt named Sir *K. K.* the ſame cannot be effected without an order of this high and honourable court, injoining and directing the ſaid infant to convey the ſame, in purſuance of the late act of parliament made in the 7th year of the reign of her late majeſty queen *Anne*, (intituled, An act to enable infants who are ſeiſed or poſſeſſed of eſtates in fee in truſt, or by way of mortgage, to make conveyances of ſuch eſtate.)

Wherefore your lordſhip's ſaid petitioners do humbly pray, that the ſaid Sir K. K. *the infant, may be directed and injoined to convey, or join with your ſaid petitioners in conveying the ſaid manor and premiſſes unto the ſaid* E. *his heirs and aſſigns, or as he or they ſhall appoint: And your ſaid petitioners, as in duty bound, ſhall ever pray, &c.*

A Petition

A Petition to Juſtices of the Peace, in the Quarter Seſſions, for building a Cottage.

To the Worſhipful the Juſtices of the Peace at the General Quarter-Seſſions of the Peace to be holden at, &c. in the County of, &c. on the Day, &c.

The humble Petition of *A. B.* of, &c. Labourer.

Sheweth,

THAT *whereas* your petitioner, being with his wife and children ſettled as an inhabitant of and in the ſaid pariſh of, &c. and at preſent deſtitute of an habitation, hath by addreſs made to *C. D.* eſq; lord of the manor of, &c. obtained his conſent under his hand and ſeal, for your petitioner to erect, build and ſet up a cottage on the waſte within the pariſh of, &c. aforeſaid, for an habitation for himſelf and his family, if an order of ſeſſions can be obtained for confirmation thereof, as by the paper hereto annexed, appears.

May you therefore be pleaſed to grant to your poor petitioner the order of this court, whereby your ſaid petitioner may be enabled to ſet up a cottage for an habitation, for himſelf and poor family, on ſome convenient place on the waſte within the pariſh of, &c, *And your petitioner ſhall ever pray,* &c.

A Petition of a poor Priſoner, to Juſtices, in order to his Diſcharge from Priſon.

To the Worſhipful the Juſtices of Peace, at their General Quarter-Seſſions of the Peace, holden this Day, &c. at, &c.

The humble Petition of *A. B.* of, &c.

Humbly ſheweth,

THAT your petitioner being in the priſon of, &c. on an execution for a debt of, &c. due to, &c. and being no way able to pay his ſaid creditors their ſaid debts, he humbly deſires the benefit of the

the late act of parliament for the relief and releaſe of poor priſoners for debt.

Your petitioner therefore prayeth, That your worſhips will be pleaſed to iſſue out your warrant to the keeper of the priſon of, &c. aforeſaid, that he may be brought before your worſhips, to take the oath required by the ſaid act: And your petitioner ſhall ever pray, &c.

A Petition of a Seaman to the Lords of the Admiralty, &c. *for Admiſſion into* Greenwich Hoſpital.

To the Right Honourable the Lords Commiſſioners of the Admiralty of *England*, *&c.* and Governor of *Greenwich Hoſpital.*

The humble Petition of *A. B. &c.*

Humbly ſheweth,

THAT your petitioner hath, for many years laſt paſt ſerved on board the navy royal of *England*, as a regiſtered ſeaman, which the certificate herewith produced makes appear; and in ſuch ſervice loſt the uſe of one of his arms, by reaſon whereof, and of his great age and infirmities, he is diſabled to act as a ſeaman for the future, or to do any thing elſe for a livelihood and ſubſiſtence.

He therefore humbly deſires of your lordſhips that he may be admitted into Greenwich Hoſpital, *and there provided for, as an act made in the 10th year of queen* Anne *provides and directs: And your petitioner ſhall ever pray,* &c.

A Petition of an Officer's Widow to the King for a Penſion.

To the King's Moſt Excellent Majeſty.

The humble Petition of C. B. Widow of Captain *A. B. &c.*

Sheweth,

THAT your petitioner's late huſband *A. B.* of, *&c.* was a captain of foot in your majeſty's ſervice, in the regiment commanded by the honourable, *&c.* as appears by the commiſſion in your petitioner's cuſtody;

cuſtody; and at the battle of, &c. in the ſervice of your ſaid majeſty, the ſaid *A. B.* your petitioner's huſband was killed, leaving his widow and three ſmall children wholly unprovided for, and without any thing to ſubſiſt upon; ſo that your petitioner and her family are reduced to poverty, and muſt inevitably want if not relieved by your majeſty's grace and bounty.

Your petitioner therefore humbly prays that your majeſty will be graciouſly pleaſed to grant to her ſuch penſion as is uſually allowed to officers' widows, or otherwiſe to relieve her as your majeſty out of your abundant goodneſs ſhall think fit: And your petitioner ſhall ever pray, &c.

Preſentation.

A Preſentation to a Living, directed to a Biſhop.

TO the right reverend father in God, *Thomas*, by divine permiſſion, lord biſhop of *London*, to his vicar-general in ſpirituals, or to any other perſon or perſons, having or to have ſufficient authority in this behalf, *A. B.* of the county of *L.* eſq; the true and undoubted patron of the vicarage of *C.* in the county of *B.* and your lordſhip's dioceſe of *L.* greeting: I preſent to your lordſhip and to the vicarage and pariſh church of *C.* aforeſaid, now void by the natural death of the reverend *G. P.* the laſt incumbent thereof, and to my preſentation in full right belonging, my beloved in *Chriſt R. B.* bachelor of arts, humbly praying that your lordſhip would be graciouſly pleaſed to admit, and canonically to inſtitute him the ſaid *R. B* to the vicarage and pariſh church of *C.* aforeſaid, to inveſt him with all and ſingular the rights, members and appurtenances thereunto belonging, to cauſe him to be inducted into the real, actual and corporal poſſeſſion thereof, and to do all other things which to your paſtoral office may in this caſe appertain or belong. *In Witneſs* whereof I have hereunto ſet my hand and ſeal, this day of 1758.

Signed and ſealed in the preſence of *A. B.*
C. B.

Protections.

A Protection by a Member of Parliament.

FORASMUCH as I have a ſpecial occaſion to employ the bearer hereof *A. B.* my ſervant, in and about my buſineſs and occaſions, during this preſent ſeſſion of parliament; Theſe are therefore to will and require all perſons whom it may concern, to forbear to arreſt, attach or impriſon the ſaid *A. B.* but to permit and ſuffer him peaceably and quietly to go about his buſineſs, at his will and pleaſure during this preſent ſeſſion, without any ſuit, arreſt or diſturbance, as you will anſwer the contrary at your peril. Given under my hand and ſeal the —— day of —— 175

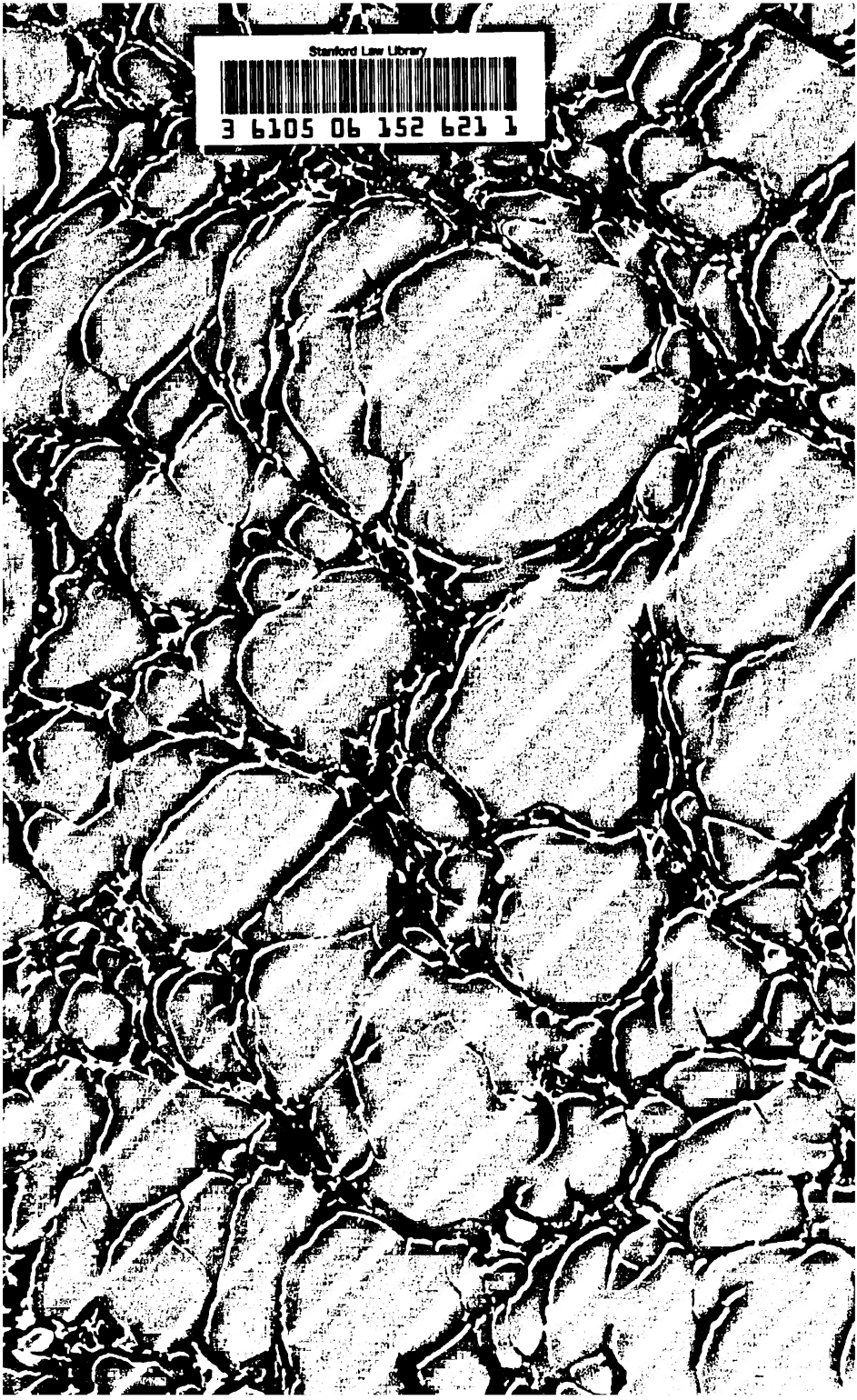
A Protection by a Foreign Miniſter.

I *A. B. des Corte*, reſident from his majeſty the king of *D.* at the court of *Great Britain* do hereby certify whom it may concern, that the bearer hereof, *C. D.* gentleman, is my domeſtick ſervant, in quality of ſecretary; and therefore all officers, civil and military, are hereby required not to arreſt, moleſt or trouble the ſaid *C. D.* as they will anſwer the contrary at their peril, in purſuance of the act of parliament made and paſſed in that behalf. Given under my hand and ſeal this —— day of

A. B. des C.

To all mayors, ſheriffs, under-ſheriffs, marſhals, officers, and all others whom it doth or may concern.

END OF THE FIFTH VOLUME.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